The Solicitors' Journal

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Current Topics.

Trinity Law Sittings.

THE lists for the present term show, as did those for last term, a very considerable drop in King's Bench business compared with the previous year, so far as the number of cases to be heard form an indication of the volume of work. The number of appeals in the Divisional Court has fallen by more than one-half, compared with that for the corresponding term last year, while a decrease of 16 matters set down for hearing in the Chancery Division may be set against an increase of 17 in the number of cases to the Court of Appeal from the High Court and county courts. These number 153, of which two are interlocutory. Final appeals include 31 from the Chancery Division, 89 from the King's Bench Division, and 28 from county courts, of which 17 are workmen's compensation cases. In the Chancery Division EVE and FARWELL, JJ., are dealing this term with Adjourned Summonses and the Non-Witness List, CLAUSON and CROSSMAN, JJ., with the Witness List, Part II, and LUXMOORE and BENNETT, JJ., with the Witness List, Part I. These contain respectively 34, 57 and 18 matters, which with a few others to be dealt with by each judge bring the total to 129. There are also 89 company matters, which will come before BENNETT, J., and five appeals and motions in bankruptcy. The Ordinary List for the King's Bench Division comprises 12 special jury, 15 common jury, and 68 non-jury actions. The New Procedure List contains 84 non-jury actions. Corresponding figures for last year are 84, 35, 250 and 194, respectively. In the Commercial List there are 16 causes, while five actions have been set down for hearing under Order XIV. Last year these lists contained 25 and four matters respectively. The total for the King's Bench Division has fallen from 592 to 200. The number of matters before the Divisional Court this term is 42, compared with 94 last year. There are 17 appeals in the Crown Paper, three in the Civil Paper, 10 in the Revenue Paper, and three in the Special Paper. There are also six appeals under the Housing Acts, 1925 and 1930, and three motions for judgment. In the Probate, Divorce and Admiralty Division the number of divorce causes shows a decrease compared with last year's figure of 257 from 1,354 to 1,097. There are nine special jury and 52 common jury cases, while, for the rest, 631 causes are undefended and 405 defended. There are seven Admiralty actions. The total number of causes and matters set down for hearing this term is 1,569, compared with 2,305 last year. The list of the Judicial Committee of the Privy Council, which resumed its sittings on Thursday, contained thirty-two appeals, one less than that for the corresponding term last year. Exactly one-half of the causes in this term's list come from India. There are five appeals from Canada, three from New Zealand, three from Ceylon, and two from West Africa. New South Wales, Nigeria and Palestine each supply one appeal. Four judgments await delivery.

The Master of the Rolls.

ALTHOUGH we have long been accustomed to think of the Master of the Rolls as a judge ranking in the hierarchy of judicial dignitaries next after the Lord Chief Justice, we are once again reminded, by the issue of new rules made by LORD WRIGHT, M.R., as to the disposal of unwanted documents, of his original function as custodian of the records of the courts. Like certain other judicial personages, the Master of the Rolls, whose title has often been a source of wonderment and even of amusement to the man in the street, has, during the course of the centuries received an accession of dignity and practical importance. At one time he appears to have been merely the senior Master of the Court of Chancery, but as is quaintly put by that shrewd observer of our legal system, the late COMTE DE FRANQUEVILLE, he "devint un personnage considérable, qui siégeait souvent avec le Chancelier et qui, à partir du XVIII[e] siècle, devint un véritable juge." But although he became a judge, he long remained in theory a kind of deputy of the Lord Chancellor, this being emphasised by the fact that he sat only when the Chancellor was not sitting. Eventually, however, the notion of his being a mere deputy of the Chancellor disappeared, and after being a judge of first instance he attained his present position as, in the daily routine of the courts, the premier member of the Court of Appeal. LORD WRIGHT is the first to hold the office after being one of the Lords of Appeal in Ordinary. While, of course, his chief judicial duties are discharged in the Court of Appeal, his services have recently been more than once requisitioned to sit at the hearing of appeals in the House of Lords.

Disposal of Documents: New Rules.

RULES made by LORD WRIGHT, M.R., in exercise of his powers under the Public Record Office Acts, 1877 and 1898, for the disposal of documents which are not considered of sufficient public value to justify their preservation in the Public Record Office have recently been approved by the King, with the advice of the Privy Council. It is provided that the mode of disposal of such documents shall be by destruction unless the Master of the Rolls shall direct the disposal thereof by transfer to the Government of any part of His Majesty's dominions, or to the curators, trustees or other governors of a library in any part of the same, or, in the case of income accounts of trustees, by transfer or return thereof to such trustees or their successors. The proposed mode of the disposal of the documents included in each schedule is to be mentioned in the schedule. When the documents are to be transferred

to the curators, trustees or other governors of a library, the particular library is to be named in the schedule. When documents are to be destroyed, such destruction is to be effected under the direction of the Controller of H.M. Stationery Office. The Commissioners of the Treasury and of the Secretaries of State for Dominion Affairs and for the Colonies have signified their approval of the rules. They take effect in place of r. 13 of the Rules made by LORD ESHER, M.R., approved by Order in Council of 30th June, 1890, the Rule made by COZENS-HARDY, M.R., approved by Order in Council of 4th June, 1908, and the Rule made by LORD HANWORTH, M.R., approved by Order in Council of 5th November, 1929.

Separate Hearings for Matrimonial Causes.

ONE of the points to which we drew attention in our recent notes in this column on the recommendations of the Committee on Police Court Social Services was the suggestion that matrimonial causes should be heard at special sessions of the court, and, it may be added, that restrictions should be imposed in the reporting of such cases. As illustrative of what can be done under existing conditions and indicative of the changes which the carrying out of the committee's recommendations in this direction will involve, the following statement recently made by Mr. CLAUD MULLINS may be quoted. He, it should be said, was the first metropolitan magistrate to institute special matrimonial hearings, and at the end of last year he handed these over to his colleague at the South Western Police Court, Mr. CLYDE T. WILSON. On resuming the hearings himself about a week ago the learned magistrate said (we quote from *The Times*): "I am to-day taking over again the matrimonial sittings at this court. During the five months when my colleague has taken the sittings the report of the Home Office Committee on Summary Courts (Social Service) has been issued. I may perhaps be forgiven for pointing out that every change made seventeen months ago in organising and conducting these matrimonial sittings has in effect been approved and endorsed in this committee's report. Seven out of the nine members of the committee came at different times to watch these sittings during the committee's inquiry. When the recommendations of this report about matrimonial cases are carried out by an Act of Parliament only two substantial changes will be necessary at these sittings. I shall sit for marriage cases with two lay justices, one of them a woman, and the right of the Press to report these cases will be restricted, as has been the case in the Divorce Court since 1926." Mr. MULLINS went on to say that personally he would welcome both these changes. He pointed out, moreover, that without waiting for new legislation it had been possible at that court to anticipate and set in motion almost all of the other recommendations of the Home Office Committee and that this course had been taken "without any suggestion of illegality."

The London Court of Arbitration.

SOME interesting remarks concerning the functions and activities of the London Court of Arbitration were recently made by the Lord Mayor, when he entertained members of the court at luncheon at the Mansion House. He described the London Court of Arbitration as an excellent example of the beneficial results of co-operation between the Corporation of London and the London Chamber of Commerce. In this co-operation, he said, they followed a very old precedent in the City of London, for in the records of Guildhall there was reference to an arbitration as far back as July, 1299, and during the fourteenth century mention was made of six disputes which were settled by arbitration. The services of the present court were placed unreservedly at the disposal of the commercial community, regardless of nationality. Inquiries from foreign countries for copies of the rules were constantly received, and during the last three years the court had appointed arbitrators in connection with disputes between British nationals and nationals of over twenty foreign countries, including the United States of America, Austria, France, Germany, Holland, Italy, Sweden and Russia. The chairman of the London Court of Arbitration, Mr. F. W. PARSONS, said (we quote from *The Times* for this, as also for the former, speech) that the co-operation between the Corporation and the Chamber of Commerce had been rendered vital and important by the active personal service freely given by members of both bodies and also by the financial assistance which the Corporation so kindly afforded. He made reference to the revision which, in addition to its ordinary work, the court had effected in its rules since last year so as to bring them up to date in accordance with the Arbitration Act, 1934, and expressed on behalf of its members the hope that the Act would remain the standard of legislation for commercial arbitration for many years to come.

Driving Offences.

CASES not infrequently arise which render the distinction between reckless or dangerous driving on the one hand and careless driving on the other, as defined respectively by ss. 11 and 12 of the Road Traffic Act, 1930, difficult of application. The latter section provides that a person who drives a motor vehicle on the road "without due care and attention or without reasonable consideration for other persons using the road" shall be guilty of an offence. The former prescribes penalties by way of fine or imprisonment on a person convicted of driving a motor vehicle on a road "recklessly, or at a speed or in a manner which is dangerous to the public, having regard to all the circumstances of the case, including the nature, condition, and use of the road, and the amount of traffic which is actually at the time, or which might reasonably be expected to be, on the road . . ." In addition to the different *maxima* whether by way of fine or term of imprisonment (those relating to s. 12 will be found under s. 113 of the Act), conviction of each offence has different consequences in regard to disqualifications relating to the holding of or obtaining a licence. Readers must be referred to the foregoing sections and to s. 5 (2) of the Road Traffic Act, 1934, for further particulars as to the details. With regard to the offences themselves, it will be observed that s. 11 specifies three unlawful ways of driving: (*a*) recklessly, (*b*) at a speed dangerous to the public, and (*c*) in a manner dangerous to the public. In this connection reference may be made to a case decided prior to the Act, in which it was held that a conviction for driving at a speed or in a manner dangerous to the public was bad for duplicity (*R.* v. *Wells, ex parte Clifford*, 91 L.T. 98; 68 J.P. 392). A conviction for driving recklessly and at a speed dangerous to the public is not open to the same objection, for the act of driving is the same and may constitute both offences: see *R.* v. *Jones* [1921] 1 K.B. 632. Under s. 12 there are two separate offences—driving without due care and attention, and driving without reasonable consideration for other persons using the road—and a conviction for both is bad for duplicity: see *R.* v. *Surrey Justices, ex parte Witherick* [1932] 1 K.B. 450. Section 35 of the Road Traffic Act, 1934, enables a court of summary jurisdiction to direct or allow a charge for an offence under s. 12 to be preferred forthwith against one charged with an offence but not convicted under s. 11, with proper safeguards in regard to the information of the new charge to be given to the defendant or his legal representatives and to opportunities of challenging evidence.

A Recent Instance.

THE foregoing short analysis of the two kinds of driving offence dealt with by the provisions of ss. 11 and 12 of the Road Traffic Act, 1930, brings out their fundamental diversity, but so short a treatment of the matter can hardly indicate exactly where the line of distinction is to be found in difficult cases. A recent example affords a good example of difficulties met with in practice and throws light upon the matter under

consideration. About the middle of last month Mr. HAROLD MCKENNA had before him at the Marylebone Police Court one charged with driving a motor car without due care and attention, evidence being given to the effect that the defendant's car was in a head-on collision with another car. The learned magistrate said, according to *The Times* report: "The astonishing feature of this case is that this appears to me to be one of the most indubitable cases of dangerous driving that I can instance. It is not carelessness. He goes round a corner, and not only is danger apprehended, but there is a dangerous result—a head-on smash on the wrong side of the road. The defendant is warned to expect the possibility of a summons for dangerous driving, but for some reason which I cannot fathom a summons for that offence was not issued. It does not in the least surprise the officer in the case, apparently; but it does surprise me. It continually surprises me, in fact, when this happens. I think the charge ought to have been dangerous driving."

Children and Road Safety.

A RESOLUTION was recently adopted at the conference of the National Association of Head Teachers at Lincoln, expressing warm approval of the recommendations of the Inter-Departmental Committee on Road Safety among school children, and offering the cordial co-operation of head teachers on the proposed children's safety committees. The nature of these proposed bodies, together with the principal recommendations of the committee, were indicated in a "Current Topic" which appeared in our issue of 9th May last, and the particulars there given need not be repeated. The aforesaid resolution was moved by Mr. W. H. WHEELER, the representative of the association on the council of the National Safety First Association, who said that, during 1935, 11,016 children were killed and 50,000 injured, equivalent to the population of fifty average schools. Children of seven or eight had no particular apprehension of danger, but it was just at that age that they were left to themselves. The most important protective factor was, he said, to educate parents. Another speaker alluded to the increase in the number of child cyclists as a factor in the increase in the number of road accidents. Many parents, for reasons of economy, bought their children cycles rather too large for them, and the children had not proper control over the machines. Children, it was observed, were not the only persons who did silly things on the roads, but it was for the teachers to bring up a safety-minded population, and they should start with the infant schools, teaching them the rules of the road.

The "Halt" Traffic Sign.

WHEN the "Halt—Major Road Ahead" sign was introduced we made some comments upon its functions and probable utility as a factor in road safety. Since then readers will have become familiar with it, and, doubtless, have formed opinions as to its effectiveness. Tuesday's *Times* states that the difficulty which has become apparent in connection with this device is the subject of a report to the Metropolitan Boroughs Standing Joint Committee. The Motor Legislation Committee, it is indicated, sent a letter to the Ministry of Transport, pointing out that a great deal of confusion had already arisen as a result of the introduction of the sign, and that a much greater latitude had been given to local authorities to erect "Halt" signs at places where it was never contemplated by the Departmental Committee that they should be set up. It was urged that this sign was prejudicial to the continued effectiveness of the important "Slow—Major Road Ahead" signs, large numbers of which had been erected throughout the country; that the vehicle driver was open to the most unfair persecution, as he was given no precise direction at what point to halt or for what duration of time; that it was not generally known to drivers that the sign was mandatory and that a penalty was incurred for failure to obey it; and that observations carried out in various parts of the country showed that over a wide range of cases 78 per cent. of the traffic did not stop at "Halt" signs—cases which included several instances of police constables on cycles and police in motor vehicles failing to observe the sign. In these circumstances the Motor Legislation Committee felt that the "Halt" sign regulations should be revoked at the earliest possible moment and had suggested to the Ministry that instructions should be given to local authorities that where a road patrol was stationed the "Halt" sign should be removed and no further signs erected. The report records the opinion that the "Slow—Major Road Ahead" sign is normally sufficient, that the too frequent use of the "Halt" sign would reduce its efficiency, and that only in exceptional cases should it be used where the 30 miles-an-hour speed limit is in force. The Works Sub-Committee recommend that the Ministry of Transport and the Motor Legislation Committee be informed accordingly. That the "Halt" sign is capable of misuse, and that its too frequent employment will tend to render it and the valuable "Slow" sign less effective is unquestionable. To this extent there is much to be said for the foregoing arguments. With those relating to alleged "persecution" we have less sympathy. The mandatory charactor of the device was made clear from the outset and drivers who ignore the regulations have only themselves to blame. Sparingly used, the "Halt" sign constitutes a valuable factor in road safety, and we, for our part, should regret its disappearance, or, indeed an over-scrupulousness in its employment.

Local Government Superannuation.

THE importance of superannuation for solicitors who have adopted, or contemplate the adoption of, the local government service as a career was alluded to in this column a few months ago. In this connection a statement made by Mr. G. W. COSTER in his presidential address at the recent conference of the National Association of Local Government Officers may be noted. The association, he said, had at last, with the help of other interested organisations, been able to secure a definite promise that within the next year or so the Government would introduce a Bill which would complete the work of the association on superannuation. The Bill would extend to all their colleagues in the service benefits approximating to those of the Local Government and Other Officers' Superannuation Act, 1922. The speaker made reference also to a scheme to be submitted to the conference for the improvement of service conditions and the further development and progress towards the attainment of what he described as the principle of Whitleyism, to which the association had pledged itself. They were prepared, it was said, to co-operate with the local authorities' associations and the Minister of Health in facing the scientific development of the local government administrative machine, and would welcome an invitation to help.

Local Government Grants: Third Period.

IN the course of recent circulars, Nos. 1552 and 1553, sent respectively to local authorities and certain joint boards and joint committees, the Minister of Health draws attention to the provisions of the Local Government Act, 1929, relating to the determination of the amount of the general exchequer contribution for each fixed Grant Period, and to the fact that the third of such periods will begin on 1st April, 1937. The bodies to whom the circulars are addressed are therefore requested to furnish particulars of income and expenditure in the financial year 1935–36 as soon as possible, and in any event not later than the 30th of the present month. Forms on which the necessary particulars can conveniently be set out were prescribed by the Minister in the Local Government (Statements of Income and Expenditure, &c.) Regulations, 1936, and a copy of these regulations with the appropriate forms were sent with the circulars.

Land Registration: Leases.

[CONTRIBUTED.]

THE writer has perused the contributed articles on the registration of leases which have lately appeared in this Journal, and he has done so with that kind of delight many otherwise intelligent persons give to cross-word puzzles.

Language being but an imperfect medium for the expression of thought and the highest certainty as to what the law may be amounting to no more, in the absence of judicial decision, than individual opinion, any lawyer with survival value can, to the confounding of statesmen and men of affairs, evolve difficulties from an Act of Parliament as readily as steam from a steam pipe.

Registration of title and the Land Registration Act are as fair a field for cross-word puzzles as any other—with the added merit that the field is new and such puzzles are welcomed by opponents of the system with whose prophesies time has played unhappy havoc.

Let us get to the heart of the matter. What is the object of these disquisitions? Are they to be taken as ingenious exercises for the legal conveyancing mind and nothing more? If so, they are to be commended as excellent for that purpose. Or are they intended by an opponent of registration to supply a kind of smoke screen for less learned and less leisured brethren who join him in opposing? If so, they are again, from that point of view, to be commended. They enable root and branch opposition to the system to be masked under an appearance of the open mind that would welcome the system, and it dare with safety, to clients. If, however, the intention of the articles is seriously to suggest that before there is any extension of compulsory registration an amending Act is required in order to exempt the grant of certain leases* from registration, we may pause before commending them.

Is such a demand really justifiable? An Act of Parliament is a serious thing. Real dangers and hardships must be proved before the intervention of the supreme inquest of the nation may reasonably be called for. Even were it conceded, a concession the present writer could not make, that the point as to whether such leases must be registered is so obscure as the articles suggest, can it be maintained that any practical danger of any sort or kind exists, much less such a degree of danger as to demand legislation by an overworked Imperial Parliament? Is the alternative of registration, if there is any doubt, not an obvious, safe, simple and cheap way of escape? Why bring in Parliament?

These questions bring us to the real issue. That issue is whether registration of title is an evil like smallpox, to be escaped at all costs, or is a benefit which Parliament in its wisdom has made available to the community.

If the system is an evil, an ending Act, not a mending Act, is required. Little is gained by tinkering with minor points if the whole system is something to be avoided. The Land Registration Act should, if that is the true position, be repealed; the Land Registry should be closed and the community freed from what, in such a view, is an incubus on the simpler, cheaper, and safer system of unregistered conveyancing.

If, on the other hand, registration is a benefit enabling land to be transferred more simply, safely and cheaply than unregistered conveyancing, no amending Act is required. An amending Act could on that hypothesis only make it compulsory to do what, if registration is a benefit, we should desire to do and what under the present Act it is open to us to do, i.e., register the leases in question in order to obtain the benefits conferred by registration of title. No one suggests there is danger in registering; many claim there is benefit. All who maintain there are obscurities in the present Act as to the need for registration must concur that these obscurities make it dangerous not to register. Solicitors indeed incur a heavy responsibility who endanger titles by not registering—especially as the "better opinion" (to quote the words of the previous contributor) is that such registration is necessary to the valdity of the grant (see 72 SOL. J. 96 for a carefully reasoned opinion to that effect). It may be urged that to advise registration as a simple and safe solution, if and when any uncertainty exists as to the need for registration, is to beg the major question. But it is to beg it in the way Parliament itself has now begged it. For Parliament has not only passed the Land Registration Act, 1925, with its tentative ten years' trial period, but at the end of the ten years the House of Commons has approved the draft Order in Council making registration of title compulsory on sale in Middlesex. In the report from the Special Orders Committee of the House of Lords, submitted to the House on the 28th May last, the following significant words occur:—

"Land Registration Act, 1925 (Middlesex Order in Council)

"That no petition has been presented to be heard against the Order:

"That in the opinion of the Committee the provisions of the Order raise important questions of policy and principle which have been accepted already by the House when passing the Land Registration Act, 1925, under which the Order is submitted for approval."

In consequence of this report the Lord Chancellor moved the approval of the Middlesex Order in the House of Lords on the 11th instant.

It is now apparent that, if what the previous contributor advocates is an amending Act freeing certain leases from the need for registration, Parliament could not pass such an Act without stultifying its own conclusions on the parent Act. For good or for ill, Parliament, after almost a century's consideration of the subject, has come down in favour of the extension of compulsory registration. We are but kicking against the pricks if we shut our eyes to that fact and its implications.

This action of Parliament it is submitted renders unfruitful any discussion as to whether or not registration in doubtful cases should be advised, for in the considered view of Parliament registration is a benefit which should be secured for clients in all cases where registration is permissible.

While the present writer would venture to make this submission, he would add his view that not only is the substantive registration of leases for more than twenty-one years of registered freehold land permissible, but in terms required by the Land Registration Act, 1925, as it stands, and that registration is required whether the land is situated in a compulsory or non-compulsory area. The power to grant leases of registered land, whether in a compulsory or non-compulsory area, is given by sub-s. (1) (*e*) of s. 18 and the grant is a "disposition" within the meaning of sub-s. (5) of that section. Under s. 19 (2) all interests created by dispositions by the proprietor require to be "completed" by registration, again whether the land is in a compulsory or non-compulsory area, in the same manner and with the same effect as provided by the Act with respect to transfers of registered estates, and notice thereof must also be noted on the register as is done under s. 19 (1) in the case of transfers of part. Until "completion" by the registrar entering on the register the transferee or lessee as proprietor of the estate transferred or leased, the transferor or lessor is under s. 19 (1) deemed to remain proprietor of the registered estate, and as such has the full powers of disposition given by s. 18 free from all estates and interests whatsoever, save overriding interests and those protected by entry on the register as provided by s. 20.

The sanction which forces a lessee to register just as it forces a transferee is therefore double-barrelled. There is the need to be registered as proprietor, and as such have the

* The previous contributor does not make it altogether clear to what leases his doubts refer, but presumably he refers to grants of leases for more than twenty-one years affecting registered land in a non-compulsory area and to those between twenty-one and forty years in a compulsory area.

legal estate vested in him under s. 69; there is s. 109, under which, if a lease can be created by a registered disposition, it must be so created and registered or it is invalid *ab initio*.

All the above provisions, it should be added, are subject to the proviso to sub-s. (2) of s. 19, that nothing in that sub-section shall authorise the registration of a lease granted for a term not exceeding twenty-one years or require entry of a notice of such a lease if it is granted at a rent without taking a fine.

Sections 21, 22 and 23 deal with sub-leases in a similar way, and again, in the "better opinion," require that sub-leases for the terms in question should be registered whether the land is situated in a compulsory or non-compulsory area.

Attention may here, perhaps, usefully be drawn to an apparent anomaly in the present Land Registration Act.

Section 123, which makes registration in duly prescribed areas compulsory, limits the leases which must be registered to those where the term is for not less than forty years. If it be correct that, where the superior interest is registered, terms exceeding twenty-one years must be registered, it is clear that the limit where registration becomes compulsory differs according to whether the superior interest is or is not registered, and not according to whether the land is in a compulsory or non-compulsory area. It is twenty-one years if the superior interest is registered and forty years if it is not registered. The distinction, if important at all, is not, however, of an importance which would justify a demand for an amending Act. If registration is a benefit, no hardship is imposed by having to register leases between twenty-one and forty years where they are dispositions by a registered proprietor. And in any event, leases for such terms are nowadays becoming so unusual that they may not unreasonably be disregarded.

Such distinctions are among those legal refinements which, however much they appeal to lawyers, have small weight with parliamentarians. Grounds more substantial than the adjustment of legal niceties must, it is feared, be forthcoming to bring amending Acts within the field of practical politics.

Company Law and Practice.

Bonus Shares or Debentures and Sur-Tax.

I HAVE had occasion previously to refer in these columns to the immunity from sur-tax of bonus shares or debentures representing the capitalised profits of a company; the question, however, came up again before the Privy Council, in the recent case of *Income Tax Commissioners, Bengal* v. *Mercantile Bank of India Ltd.* [1936] W.N. 176, and is of sufficient practical importance to warrant further attention. The leading cases on the subject are two decisions of the House of Lords in *Commissioners of Inland Revenue* v. *Blott* [1921] 2 A.C. 171, and *Commissioners of Inland Revenue* v. *Fisher's Executors* [1926] A.C. 395; and it will, I think, be convenient in the first place to examine these two decisions.

In *Blott's Case* a company had, in exercise of a power in its articles to capitalise profits and distribute amongst its members shares credited as fully paid up by means of the capitalised profits, passed a resolution declaring that out of its undivided profits a bonus should be paid to its shareholders, and authorising in satisfaction of that bonus a distribution among the shareholders of certain of its unissued shares credited as fully paid up. The question which arose for decision was whether such shares were income of the recipient for the purposes of super tax or whether they were exempt from tax because they had taken the form of capital. The House of Lords, by a majority, decided that such shares in the hands of the recipient were not part of his income but were an addition to his capital and that the recipient was therefore not liable for super-tax on the bonus shares. Lord Haldane used these words, which have since been often quoted: "It is, as a matter of principle within the power of an ordinary joint stock company with articles such as those in the case before us to determine conclusively against the whole world whether it will withhold profits it has accumulated from distribution to its shareholders as income, and as an alternative not distribute them at all, but apply them in paying up the capital sums which shareholders electing to take up unissued shares would otherwise have to contribute. If this is done, the money so applied is capital and never becomes profits in the hands of the shareholder at all." Support was found in the decision in the well-known case of *Bouch* v. *Sproule*, 12 A.C. 385. There the question at issue was not one of liability to tax but whether, as between tenant for life and remainderman, bonus shares allotted as paid up out of capitalised profits were income or capital: and it was held that they were capital. So in *Blott's Case*, the company having acted within its powers in capitalising the profits and utilising them as capitalised for the payment up of bonus shares, that which the shareholder got was not in the nature of income but an addition to capital.

Turning now to *Fisher's Case, supra*. There the company resolved to capitalise parts of its undistributed profits and distribute them amongst its shareholders as a bonus in the form of 5 per cent. debenture stock. The stock was duly issued and by the conditions of issue the stock was made redeemable at any time after a fixed date (which was some six years ahead) by six months' notice to be given by the company. The same question arose as to the liability of a recipient of his due proportion of the debenture stock to super-tax in respect of the stock. The House of Lords held, following *Blott's Case*, that the bonus paid in the form of debenture stock was not income in the hands of the recipients, and was therefore not liable to super-tax. Lord Cave said this: "The fund representing reserve and accumulated profits was at the disposal of the company which could determine as against the whole world whether that fund should be distributed to the shareholders as income or should be retained and applied to capital purposes . . . The company was . . . master of the situation, and it elected definitely and irrevocably not to distribute the fund as income, but to impound and apply it as income-producing capital; and that election, if made (as I do not doubt that it was made) in good faith, was binding on the shareholders, and could not be questioned by the Crown."

Lord Sumner, it may be noted, said that if a six years' currency of the debenture stock was permissible he did not see why six weeks should be less so; and, indeed, in *Whitmore* v. *Commissioners of Inland Revenue*, 10 Tax Cases 645, the same decision was arrived at in a case where the debentures were redeemable after only a month; that is to say, that, in effect, by following the procedure of capitalising profits and applying them to pay for a bonus issue of debentures, cash could be and was (on the redemption of the debentures) paid to the shareholders without attracting liability to sur-tax, although if it had been paid a few weeks earlier, without any capitalisation and bonus distribution procedure, it would have been income for the purposes of sur-tax.

Bearing in mind then the principle evolved and applied in *Blott's Case* and *Fisher's Case*, viz., that the proper determination by a company not to distribute its profits as income but to apply them in paying up bonus shares or debentures is decisive for all purposes of the capital nature of that which reaches the shareholder by way of bonus—let us turn to the recent case of the *Mercantile Bank of India* [1936] W.N. 176. There the respondents were shareholders in certain companies which had very large accumulations of undistributed profits; these were capitalised and distributed to the shareholders in the form of debentures repayable at the option of the company at any time after three months' notice. In fact, all the debentures had been redeemed within two years of their issue. The question arose whether by these transactions any income

profits or gains accrued to or were received by the respondents within the meaning of the Indian Income Tax Act so as to involve liability for sur-tax. The Privy Council held that on the particular point there was no ground for distinction between the Imperial Act and the Indian Act, and that the case was indistinguishable from *Fisher's Case*. Reliance was placed by the Crown upon an earlier decision of the Privy Council—*Swan Brewery Company Limited* v. *Rex* [1914] A.C. 231. There the company had a sum of over £100,000, representing accumulated profits standing to the credit of the reserve fund: the capital of the company was increased by the amount of this sum, which was transferred to the credit of the share capital account, and the new shares created by the increase of capital were allotted among the shareholders as fully paid up. It was held that these transactions amounted to a declaration of dividend within the meaning of the Dividend Duties Act, 1902 (Western Australia), and so attracted duty; in that Act "dividend" was defined as including "every profit, advantage or gain intended to be paid or credited to or distributed among any members of any company." In the Indian case the Board distinguished this decision on the ground that the judgment was primarily based on the distribution of the new shares being advantages within the meaning of the Australian Act: and this was the view of the majority of the Lords in *Blott's Case*. So far as the decision in the *Swan Brewery Company Case* was based on the principle, independently of the definition of "dividend" in the relevant Act, that there must be taken to have been a notional distribution of the accumulated profits to the shareholders—involving, that is to say, a distribution of income among them—followed by a repayment to the company of the same sums in payment of the bonus shares, it cannot, I think, be considered as reconcilable with *Blott's Case* or *Fisher's Case*.

In the recent Indian case, the Board also held that the personal motive or purpose of the individual shareholders, even if they held a controlling interest in the company, was immaterial if it was made out that the company had in fact capitalised the accumulated profits. This had been stated in forcible language by Lord Shaw in *Fisher's Case*, in a passage in which he succinctly states the reasoning on which is based the decision that capitalisation of profits and their application to the payment up of bonus shares or debentures results in a distribution to shareholders not of income but of capital. After pointing out that the transaction so far as the necessary procedure in the way of resolutions and alteration of articles had been properly carried through and was in itself unassailable in law, he said this: "The result of it was to negate emphatically the idea of distribution to shareholders as income; on the contrary, it was to withdraw from each shareholder the sum which might have been given to him as income and to withdraw it definitely from an income fund. It was stamped as a capitalisation transaction. Such a transaction was within the power of the shareholders of the company, and all, including the Crown, are bound by that. It is incorrect in principle to attempt to get behind that transaction, legal and competent and regular in form, and to endeavour to construct a canon of liability to income tax out of conjecture as to the motive or scheme for the defeat of the revenue which underlay its various stages."

There are two other points connected with this topic which should, I think, be mentioned. The first is that, if bonus shares resulting from a capitalisation are offered to shareholders with an option by them either to take the new shares as fully paid up or to take their nominal value in cash, the existence of the option to take cash does not impose liability to sur-tax in respect of shares which are taken: *Commissioners of Inland Revenue* v. *Wright* [1927] 1 K.B. 333. The other point is this: a distribution of dividend in the form of shares in *another* company is a distribution not of capital but of profits or gains, and consequently involves liability to income tax: *Pool* v. *The Guardian Investment Trust Company Limited* [1922] 1 K.B. 347.

A Conveyancer's Diary.

[CONTRIBUTED.]

Re Bridgett and Hayes' Contract.

THE steady flow of queries submitted to our "Points in Practice" department affords some indication of the nature of the problems which most frequently trouble the mind of the busy practitioner. If the "transitional provisions" of the "new" law are excepted, probably the commonest query received is one in which the decision in *Re Bridgett and Hayes' Contract* [1928] Ch. 163; 71 SOL. J. 910, is directly or indirectly involved. Indeed, many hundreds of such queries have been submitted from time to time, and no apology is therefore made for dealing with the famous case yet again, and this time in quite an elementary manner.

(1) The case only applies when the legal estate is in the tenant for life at the date of his death.

(2) In the case of a pre-1926 settlement the legal estate may have become vested in the tenant for life by virtue of the transitional provisions of the L.P.A., 1925, but in the case of a post-1925 settlement the transitional provisions can have no possible application (a fact often overlooked by our subscribers), and the legal estate can only have become vested in the tenant for life by way of some vesting instrument.

(3) The transitional provisions vest the legal estate in the tenant for life without any vesting instrument (L.P.A., 1925, Sched. I, Pt. II, paras. 3 and 6 (*c*)), but a vesting instrument would, however, have been required before the powers of a tenant for life under the S.L.A., 1925, could have been properly exercised (S.L.A., 1925, s. 13).

(4) The case is only in point when the settlement ceases with the death of the tenant for life, e.g., by reason of a trust for sale then arising under the trust instrument, or by a gift in remainder in undivided shares, or in joint tenancy, or absolutely.

(5) It is by no means always easy to decide whether the settlement has in fact terminated then or not: see *Re Draycott's S.E.* [1928] Ch. 371; *Re Norton, Pinney* v. *Beauchamp* [1929] 1 Ch. 84. Where a purchaser finds an assent or conveyance in respect of land formerly subject to a vesting instrument, which assent or conveyance does not state who are the trustees of the settlement, he can (and, indeed, must) assume that the settlement has come to an end: S.L.A., 1925, s. 110 (5) The sub-section does not cover the case where there has been no vesting instrument and yet the tenant for life by virtue of the transitional provisions has the legal estate.

(6) The case is as applicable to leaseholds as to freeholds. Both freeholds and leaseholds are "land" within S.L.A., 1925 (s. 117 (1) (ix)) and L.P.A., 1925 (s. 205 (1) (ix)).

(7) The principle of the case is equally applicable to the intestacy of the tenant for life (*In the Estate of Bordass* [1929] P. 107) as to his testacy appointing an executor.

(8) It is beyond doubt (as has often been explained in our columns) that the general personal representative of a tenant for life with whose death the settlement terminates can make a good title to the settled land to a purchaser. Whether he should (from the point of view of his duties) sell is another matter. A sale to raise death duties and costs, or at the request of those beneficially entitled, would, doubtless, be safe and proper. Other circumstances justifying a sale would no doubt arise in practice. The normal duty of the personal representative would, however, be that indicated in S.L.A., 1925, s. 7 (5), namely, to pass the legal estate to those entitled to hold it.

(9) In the case of a settlement of a small property upon a tenant for life with an absolute remainder over or a reversionary trust for sale, where there is little probability of the tenant for life wishing to exercise any of his statutory powers, it may often be as well to postpone the execution of a vesting instrument until such time (if ever) as it may become necessary to exercise any of those powers. If the tenant for life of a

post-1925 settlement dies without having had a vesting instrument in his favour, then on the cesser of the settlement with his death his general personal representative will not take the legal estate in that he (the deceased tenant for life) never had it. Many cases arise where but one house is settled upon the widow for life and after her death there is either an absolute gift over or a reversionary trust for sale. There will be a saving of expense if the vesting instrument is postponed in the manner suggested, for as often as not the widow will be resident in and continue to reside until her death in the settled property.

It is hoped that these notes (necessarily but brief and incomplete) may prove of service to those perplexed by the peculiarity of the decision in *Re Bridgett and Hayes' Contract*.

Landlord and Tenant Notebook.

Acceptance of Insufficient Notice.

When one party to a periodic tenancy purports to determine it by shorter notice than is expressly or impliedly requisite, the possible consequences are numerous and various. The party giving the notice may or may not be ignorant; if so, he may or may not remain ignorant, and when enlightened may or may not have time to change his mind, and if he has time may persist or may not persist. Meanwhile, the recipient of the notice may have gone through similar experiences in the matter of knowledge and may or may not have decided to treat the "notice" as "valid." Of the possible combinations of circumstances, not many have been illustrated by reported decisions, but such as have been recorded give us a fair idea of the legal consequences of all.

Shirley v. *Newman* (1795), 1 Esp. 266, if never overruled, is not a very satisfactory case. The claim was for use and occupation. The defendant had held (or did hold) the premises as a yearly tenant; at Christmas he had given the plaintiff's rent collector notice to quit at Lady Day, and the plaintiff and his rent collector had expressed neither assent nor dissent. At Lady Day the defendant left, and the claim was for use and occupation since then. Lord Kenyon approached the matter in this way: parties to an agreement could always vary it. If the agreement stipulated so much notice, the parties could agree to substitute a shorter period, or to dispense with notice altogether. Acquiescence in the defendant's notice was presumptive evidence of agreement to vary the terms of the tenancy; which agreement his lordship found proved, as the plaintiff "should have" expressed his dissent if he had meant to refuse his assent.

In *Johnstone* v. *Hudleston* (1825), 4 B. & C. 922, which has a better claim to the title of leading case, the matter arose in a different way, the action being for replevin. The inadequate notice had been given by the tenant, but when it expired he remained in possession; the defendant distrained for double rent; and in answer to the claim in the action pleaded that he had "accepted, and recognised, assented to, and adopted" the notice. Practically nothing was said in this case about varying a contract; the matter was examined from the viewpoint of estates in realty and their determination. It was held, in effect, that to determine a yearly tenancy by less than six months' notice there must be an agreement evidenced either by writing or by conduct. Short notice was merely a proposal until assent was notified to the tenant, whose claim, consequently, succeeded. Of *Shirley* v. *Newman*, the judgment said two things: that the tenant in that case had left, and this made an essential difference, and that the Statute of Frauds was never cited in argument.

Besides claims for use and occupation and replevin proceedings, actions of ejectment may result from such notices, and this was what occurred on *Doe d. Murrell* v. *Milward* (1838), 3 M. & W. 328. The notice in this case was again given by the tenant, and no objection was voiced by the landlord; but the tenant discovered his mistake before it expired, and the silent acceptance by the landlord was held not to entitle him to treat the tenancy as surrendered. *Johnstone* v. *Hudleston* was followed as authority for the proposition that acceptance of an insufficient notice was not a surrender.

This authority was followed by Denman, C.J., in *Bessell* v. *Landsberg* (1845), 7 Q.B. 638, the facts of which were again different, except that it was once more a case of short notice given by the tenant, and tacitly assented to by the landlord. For it was the landlord who discovered the mistake, and though the tenant quitted and the landlord actually entered and carried out some repairs, he was held to be entitled to rent because he had never expressed any agreement to accept short notice.

If that were all, one could not but feel that the letter of the law had triumphed signally over the spirit. *Shirley* v. *Newman*, the only case in which technicality had not availed, perhaps not overruled, but so distinguished as to be distinguishable from anything likely to happen again. For the significance of the so-called essential difference between the facts of that case and those of *Johnstone* v. *Hudleston* seems rather obscure. Acting upon a nullity cannot validate it, nor did Lord Kenyon suggest that it could. And the reference to the failure to cite the Statute of Frauds must be considered merely a polite way of saying that his lordship, having admitted evidence which Parliament had directed him to reject, had for once been caught napping.

But there are yet other methods of approaching problems of this nature. If the answer to "*Shirley* v. *Newman*" is "*Johnstone* v. *Hudleston*," the answer to "*Johnstone* v. *Hudleston*" is "*Fenner* v. *Blake*."

The claim in *Fenner* v. *Blake* [1900] 1 Q.B. 426, arose in this way. The defendant had been tenant from year to year of the plaintiff, and in December, 1898, they had orally agreed to determine the tenancy, which was a Lady Day one, at Midsummer, 1899. On the strength of this, the plaintiff agreed to sell the premises with vacant possession. But when the time came the defendant refused to quit. The action was for ejectment.

The county court and the Divisional Court gave judgment for the plaintiff on two grounds. One was the ground of estoppel; of this I will not say more, because estoppel requires a considerable number of ingredients, all of which happened to be present in the case, but are not always available when short notice has been given. But the other is of more general interest: that the oral agreement amounted to a parol variation of the terms of the tenancy, to the immediate surrender by operation of law of that tenancy plus the grant and acceptance of a new tenancy for the term of six months. There is no reason why this line of thought should not be applied in other cases for the purpose of defeating technical objections. When parties have agreed to vary rent, or to vary the times at which rent is payable, force has been given to the agreement, on the face of it void for want of consideration, by construing it as an immediate surrender by operation of law and a new tenancy evidenced by part performance. On these lines the authority of *Shirley* v. *Newman* can be restored, as regards the Statute of Frauds, at all events; but the evidencing of agreement by silent acquiescence does seem a weak spot having regard to the first essentials of a contract, and I should not advise anyone who gives short notice to rely solely on the fact that the recipient manifested no reaction.

Alderman Frederick Smith, solicitor, the oldest member of Liverpool City Council, left estate valued at £246,885 gross and £218,276 net. He directed that the income of the residuary estate, after payment of annuities totalling about £3,000, should be paid to Mr. Eric Errington, Unionist M.P. for Bootle, whom he appointed one of his trustees. After the death of Mr. Errington the estate is to be held in trust to pay £20,000 free of duty each to the Liverpool Education Authority and the Ashby-de-la-Zouch Education Authority to provide scholarships.

Our County Court Letter.

CONTRACTS FOR ADVERTISEMENTS.

The effect of signing unread agreements has been considered in two recent cases. In *Holland* v. *Honeyfield*, at Bristol County Court, the claim was for £20 16s. as the price of advertisements in two brochures, under contracts dated the 1st and 2nd October, 1935. The case for the plaintiff (trading as the United Advertising Company) was that he had asked the defendant to take an advertisement in a brochure for two years at 2s. a week. The defendant looked through the order form, signed it, and was given a copy. The next day the defendant signed a second order form, and was again given a copy. The defendant's case was that the plaintiff had purported to read out the agreement, but he did not mention 104 weeks. This was discovered when the defendant, on reading the copy, found he was committed to pay four times £2 12s. for each advertisement. The defendant had signed the agreements without reading them, because he was in a hurry the first day, and, on the second occasion, the plaintiff had suggested that it was unnecessary to read the agreement, as it was similar to the first. His Honour Judge Parsons, K.C., held that the orders were obtained by fraud, and judgment was given for the defendant, with costs.

In *Cyril Hurst, Ltd.* v. *Lane*, at Leeds County Court, the claim was for £4 11s. as the rent of an advertising cabinet. The plaintiffs' agent had admittedly handed the defendant a document, marked: "Don't sign before reading." The defendant and her son had declined to read it, however, and the agent read it out before it was signed. The defendant's case was that there had been fraud, not by the plaintiffs, but by their agent, as he had represented that nothing would be payable for the cabinet if no advertisements were obtained. His Honour Judge Stewart held that no fraud was proved, as strong evidence was necessary to enable a court to relieve from the consequences of his or her deed any person who was able to read and write, sign a document, and incur the consequences of that act. It would not be in the public interest for people to be relieved of the consequences of an agreement by merely saying: "I did not read it" or "I just glanced at it." Judgment was therefore given for the plaintiffs with costs.

HAIRDRESSER AND CUSTOMER.

In a recent case at Liverpool County Court (*Mulligan* v. *Magee; Rapidol, Ltd., third party*) the plaintiff's case was that she had paid 7s. 6d. at the saloon of the defendant for having her hair tinted with Inecto hair dye. This contained paraphenylene-diamine, and it was usual for hairdressers not only to tell customers that the treatment was at their own risk, but also to make a skin test twenty-four hours before the application. The plaintiff was shown a packet of dye, and was asked to read the printing on it, as the makers took no risk. Being assured that it was all right, the plaintiff did not read the label, and no skin test was taken. Soon after the treatment, the plaintiff suffered from irritation of the scalp, which was diagnosed as dermatitis, necessitating the removal of her hair in hospital. The defendant's case was that, in the entry cubicle, a card stated that dyes were used at the customer's own risk, and the staff knew that every customer had to have a test. As the plaintiff was understood to have already had a test, and had been warned of the possibilities, she had accepted the risk. The third party relied on the printed caution on the bottle or package. His Honour Judge Dowdall, K.C., did not accept the explanation as to the plaintiff having said that she had already had a test. Judgment was given in her favour for £21 and costs against the defendant, and in favour of the third party, with costs against the defendant. Compare the leading article under the above title in our issue of the 18th April, 1936 (80 Sol. J. 296).

RECENT DECISIONS UNDER THE WORKMEN'S COMPENSATION ACTS.

HEART STRAIN OF ENGINE DRIVER.

In *Reddish* v. *London Midland & Scottish Railway Co.*, at Manchester County Court, the applicant's case was that her husband had been driving the 1.45 p.m. train from Manchester to London in June, 1935, when he collapsed and died. The evidence was that the deceased had helped to turn the turntable at the station before the train started and had given his heart a strain. This was aggravated by the effort of closing the regulator while the engine was descending the incline from Haddon Tunnel to Rowsley. The defence was that the deceased had made no complaint, and, as there was nothing in the way of a strain to cause coronary thrombosis, death was not due to an accident. His Honour Judge T. B. Leigh made a personal test of the effort to close the regulator, and he held that, although it would involve no strain on a man in good health, a considerable strain would be imposed on a man in the condition of the deceased, especially on an engine travelling rapidly and oscillating on a decline. The death was not solely due to disease, but was accelerated by the cumulative effect of the various efforts, culminating in the operation of the brake. An award was therefore made of £300 and costs.

MINER'S NYSTAGMUS.

In *Woodhouse* v. *Conduit Colliery Co., Ltd.*, at Walsall County Court, the applicant had ceased work in September, 1933, by reason of miner's nystagmus. In May, 1934, the learned county court judge had awarded compensation of £1 a week, afterwards reduced to 11s. 4d. a week, which the respondents had paid until the 17th August, 1935. The applicant was then certified as fit for ordinary work on the surface, but, being unable to obtain work with the respondents, he had obtained employment on a housing estate, and also with the local authority, until the 13th March, 1936. Having since been unemployed, the applicant claimed an award, his medical evidence being that he could do any labouring work, except climbing ladders. The respondents contended that the incapacity had ceased, as their colliery was gas free (thus permitting the use of candles) and the nystagmus would therefore not recur. It was also pointed out that the applicant, as a labourer, had earned more than his pre-accident wage as a stallman, and there was therefore no ground for the application. His Honour Judge Tebbs upheld this submission. Owing to short time at the pits, the applicant's pre-accident wages had been low. Judgment was therefore given for the respondents, subject to a declaration of liability.

HEAT STROKE AS AN ACCIDENT.

In *Hockridge* v. *Amalgamated Anthracite Collieries Ltd.*, at Neath County Court, the applicant's case was that her husband had collapsed, at the side of the railway line, on the 22nd June, 1935, which was an unbearably hot day. The deceased had been shovelling rubbish from trucks on to an embankment, and had completed three and a half trucks, which represented between 35 and 40 tons. The evidence was that the deceased had worked in the open and was exposed to the rays of the sun during the whole shift, apart from a break of half-an-hour for lunch. He was a strong man, weighing about 15 stone, but he died after finishing work. The respondents' case was that the deceased had been exposed to no greater risk, from the sun's rays, than the ordinary person, and the heat stroke was therefore not an accident within the Acts. His Honour Judge Clark Williams rejected this contention and made an award of £300 with costs. Compare *Davies* v. *Gillespie* (1911), 105 L.T. 494, in which an award was made by reason of sunstroke in the tropics, and *Blakey* v. *Robson* (1912), 5 B.W.C.C. 536, in which heat apoplexy, on a hot July day, was held not to have been an accident within the Acts.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, are responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Licensing Acts—Permitted Hours—Purchase within permitted Hours—"Taking from" after permitted Hours.

Q. 3317. A purchased a bottle of beer in a licensed house during permitted hours and leaves the house, taking the bottle with him in his pocket, just prior to the termination of the permitted hours. He remains outside the licensed house talking to a friend for ten minutes and then suddenly remembers he wanted to talk to the licensee on urgent business. A then returns inside the licensed premises by a side door, taking the bottle of beer still in his pocket with him. A leaves the licensed house at 11 p.m. Can the second taking away be said to contravene s. 4 (*b*) of the Licensing Act, 1921 ?

A. The closing hour was presumably 11 p.m. If so there is no breach of s. 4 (*b*). If the closing hour was earlier than 11 p.m. the second taking is a breach of s. 4 (*b*) taken literally. On the "consuming" offence the section has been interpreted very literally, see *Caldwell* v. *Jones* [1923] 2 K.B. 309 and *Fermy* v. *Miller* [1925] S.C. (J.) 65.

Liability of Builder.

Q. 3318. About four years ago A, whose qualifications as a builder were extremely doubtful, began to build three houses with the intention of selling them when completed. My client inspected one of these in the early stages of erection and agreed to buy it. A completed the house and conveyed it to my client. The house appears to have been built partly on marshy ground, and now after such a short interval the back part is definitely sinking slightly, and cracks are appearing in the walls both inside and out. The rear of the house seems to be slowly falling outwards and gaps of over an inch are already apparent. The foundations at the rear cannot have been properly laid. Indeed, there is a distinct doubt as to whether they were properly inspected by the local authority before presumably formal approval was obtained. It is known that an independent builder who was employed to build the upper part of the house only agreed to do the work on the definite understanding that he would not be liable for whatever might happen in the future. Has my client a remedy against A, and if so, what ? A reference to any previous decisions would be greatly appreciated.

A. There is no implied warranty of fitness on the construction of a new house. In the absence of a collateral agreement as to quality (as in *Miller* v. *Cannon Hill Estates Limited* [1931] 2 K.B. 113) the questioner's client has no remedy against A. There is nothing to displace the principle of *caveat emptor*, unless there were conversations (in the presence of witnesses) importing a warranty, or unless there was a written contract embodying a specification as to quality.

Effect of Winding-up Order.

Q. 3319. What is the effect on a pending action against a limited company if prior to the hearing an order is made against the limited company for compulsory winding up and what is the procedure to be adopted by the plaintiff in the action ? The action is pending in the county court, and they have no official notice of the winding up order.

A. The Companies Act, 1929, s. 177, provides that no action shall be proceeded with against the company except by leave of the court. This refers to the court in which the winding up is proceeding. The plaintiff in the county court should therefore communicate with the liquidator, and ascertain whether he intends to contest the case. If the liquidator admits the claim, it will be unnecessary to obtain judgment. An adjournment of the county court case should be applied for, if the liquidator has no time (before the hearing) to obtain directions from the court in which the winding up is proceeding.

Walking Possession.

Q. 3320. On p. 44 of The Law Society's Report for 1932, there is a note on walking possession in the case of goods held in execution by the county court. What is the corresponding rule in the case of distress for rent levied by a bailiff ? Is it correct to say that the alternatives for him are :—

(*a*) To remain continuously on the premises in order to earn his full possession fees ; or

(*b*) To get the tenant to sign an authority to allow walking possession ; or

(*c*) Is it permissible for him to charge his full fees without having been continuously in possession and without having an authority from the tenant to be in walking possession only ?

On p. 70 of H. Edmund Davies's "Law of Distress" it is stated that it is not necessary that anyone be left in possession.

A. The three alternatives are correctly stated in the question. It is not permissible for the bailiff to charge full fees, without having been continuously in possession, and without having an authority from the tenant to be in walking possession only. The ordinary form of "walking possession agreement" contains an undertaking to pay full fees, as if the bailiff were in close possession. Without such an agreement, there would be no consideration for charging full fees, and such a charge would be invalid. See *Lavell* v. *O'Leary* [1933] 2 K.B. 200.

Liability for Defective Stairs.

Q. 3321. A goes to premises in the City of London to visit a business acquaintance who is a tenant on the first floor of the building. A finds the offices closed, and in leaving he trips on the stairs, falls down and suffers injuries. It transpires that there is a hole in the stone stairs which had been made by another tenant on the first floor, a tea merchant, who had been accustomed to dragging heavy cases of tea to his offices. A desires to obtain compensation for his injuries and the damage he has suffered. It seems clear that A cannot sue the landlords of the premises owing to the case of *Fairman* v. *Perpetual Investment Building Society* [1923] A.C., A being a mere licensee and the hole in the stairs not being in the nature of a trap. Has A any right of action, however, against the tea merchant, who has actually made the hole in the stairs which caused A's fall. No notice was exhibited to warn users of the stairway, but on the other hand, the hole could not be said to be a hidden trap, as it was apparent to the eye.

A. The individual tenants are under no greater liability than the landlords. As the latter are not liable, *a fortiori* the tea merchant is not liable. No cause of action arises for negligence, as apparently the hole has not been a source of danger to other users of the stairs. A therefore has no right of action against the person who actually made the hole in the stairs.

To-day and Yesterday.

LEGAL CALENDAR.

8 JUNE.—On the 8th June, 1860, there came on the great case of *Patience Swinfen* v. *Lord Chelmsford*, when an ex-Lord Chancellor was sued by a former client in respect of his conduct of a case while he was at the Bar. The plaintiff declared that he had settled her suit without her authority and claimed damages. Judgment was given for the distinguished defendant, inasmuch as he had acted *bonâ fide*, and the headnote enunciated the useful principle "*Semble*, that an advocate is not responsible for ignorance of law or any mistake of fact, or being less eloquent or less astute than he was expected to be."

9 JUNE.—On the 9th June, 1786, George Fitzgerald, a Mayo landowner, was tried at the Castlebar Assizes for the murder of Patrick M'Donnell, a neighbour of his. There had been so fierce a feud between them that M'Donnell had had to abandon his house and take lodgings in Castlebar. One day he had ventured back with two friends, but Fitzgerald, getting wind of their approach, pursued them with his followers and kidnapped them. Next day, in the course of a struggle, M'Donnell and one of his friends were shot dead. After a sensational trial, the prisoner was found guilty and ordered to immediate execution.

10 JUNE.—On the 10th June, 1769, "Edward Law, gen. of St. Peter's Coll., Cambr., 3rd son of Rt. Rev. Edmund L. Lord Bishop of Carlisle," entered Lincoln's Inn.

11 JUNE.—On the 11th June, 1716, the Rev. Daniel Taylor, a preacher in an Episcopal Meeting-house, was indicted at Edinburgh on a charge of not praying for His Majesty King George. The accused was evidently a good Jacobite, and he pleaded that the statute on which the prosecution was founded and which expressly required ministers to pray for her late Majesty Queen Anne was personal and did not extend to her successors. However, he was found guilty and fined £20.

12 JUNE.—On the 12th June, 1906, Ralph Neville, K.C., was appointed a judge of the Chancery Division in place of Farwell, J., who had gone to the Court of Appeal. The profession generally approved the choice and one legal paper declared that "no better appointment could possibly have been made . . . He might to the advantage of the public and with the approval of the profession, have been made a judge some years ago." Though not specially pre-eminent for intellectual subtlety, he proved a sound, painstaking, broad-minded judge.

13 JUNE.—On the 13th June, 1673, the Inner Temple made a retrograde step in ordering "That the three junior butlers do by the beginning of Michaelmas term write a court-hand, and also know the antient and accustomed way of casting up accounts by counters" under pain of dismissal. "Court-hand" was an antiquated continuation of the old Norman system of characters. For nearly twenty-five years it had disappeared even from the records of courts of justice, and to most people it was quite illegible. The "antient and accustomed way" of casting up accounts by counters and tallies had not been improved upon since the reign of Rufus.

14 JUNE.—Here is the epitaph of a solicitor in Broseley Church: "In memory of John Pritchard, Solicitor and Banker, for nearly fifty years a resident in this Parish. He died the 14th June, 1837, in the 78th year of his age. A kind and indulgent husband and father, A ready and faithful friend, and adviser, A liberal benefactor of the poor. This good man so held his course as to gain the respect and affection of all around him, showing by his example that the duties of an active profession may be zealously discharged without neglecting those essential to the character of a true Christian."

THE WEEK'S PERSONALITY.

Here is a description of young Edward Law, afterwards Lord Chief Justice Ellenborough, written while he was at Cambridge by a fellow undergraduate.: "Philotes bears the first rank in this society. Of a warm and generous disposition, he breathes all the animation of youth and the spirit of freedom. His thoughts and conceptions are uncommonly great and striking; his language and expressions are strong and nervous, and partake of the colour of his sentiments. This disposition has been productive of uneasiness to himself and to his friends, for his open and unsuspecting temper leads him to use a warmth of expression which sometimes assumes the appearance of *fierté*. This has frequently disgusted his acquaintances, but his friends know the goodness of his heart and pardon a foible that arises from the candour and openness of his temper. Indeed he never fails, when the heat of conversation is over and when his mind becomes cool and dispassionate, to acknowledge the error of his nature . . . His taste, though elegant and refined, prefers the glowing and animated conception of a Tacitus to the softer and more delicate graces of a Tully." Such was the youth who in defiance of the wishes of his episcopal father embraced the Law instead of the Church.

INTERLUDE IN COURT.

The elderly gentleman who, towards the end of the last sittings, chose the court of Greaves-Lord, J., for a denunciation of "the indecency of the present age, particularly on the part of women," and who had to spend a night in Brixton before he realised that his indiscreet irrelevance called for an apology to the judge, adds one more to the long line of distinctive "characters" whose assorted interventions have, at times, so much enlivened various courts. In Ireland, almost forty years ago, there flourished one of the most entertaining interrupters, who, though far less sensible, received full measure of toleration. He was very regular in his attendance at the court of Rathkeale, presided over by Judge Adams, and the proceedings used to open with an application by him for leave to wear his hat, on the ground that he had no skull, and, therefore, his brain uncovered by a hat, was liable to catch cold. To save time permission to that effect was added to the crier's proclamation of the opening of the court, as follows: "Hear ye all manner of persons that this court is now open and any desirous of transacting business come forward and you shall be heard and Mr. Jones may wear his hat, God save the King!"

THE IMPERFECT CLIENT.

In the Chancery Division towards the end of last term, a learned and exasperated leader, in the midst of an unusually difficult struggle, found his client so unsatisfactory in the box that he asked leave to treat him as a hostile witness. Sometimes clients have to be roughly handled for their own good, and this leader seemed to be in much the same position as the counsel, defending a prisoner, who in his address to the jury, said: "Gentlemen, I would ask you to remember what an utter ass my client looked when in the box." The classic example of a similar course is the case of *Blake* v. *Wilkins*, at Galway Assizes, in 1817, when a young naval officer sued an aged and wealthy widow for breach of promise. The defendant's counsel laughed the case out of court by making fun of his client. "How misapprehended," he said, "have been the charms of youth if years and wrinkles can thus despoil their conquests and depopulate the navy . . . . The reign of old women has commenced and if Johanna Southcroft converts England to her creed, why should not Ireland, no less pious, kneel before the shrine of Widow Wilkins?" He won his case, but his client waylaid him outside with a horsewhip.

Land and Estate Topics.

By J. A. MORAN.

EVERYTHING continues to go well with the market for real property. The Whitsun holiday had little effect on the activity of the hammer; and, even on Derby Day, there was much brisk business at the London Auction Mart. The freehold ground rent is still the most sought-after investment, and there has been a very decided improvement in the demand for shop sites and building land ready for development.

Professor Abercrombie's "land grabber" continues to be very much in evidence, and arrangements are being made for the early submission to auction, in small lots, of vast rural domains recently acquired by private contract.

The Chartered Surveyors' Institution is to be congratulated on having, as its new president, Mr. John Medows Theobald, senior partner in the firm of Messrs. Gardiner & Theobald, Chartered Quantity Surveyors, of Gower-street. He is just the man to leave a great record behind him. When the Great War broke out, Mr. Theobald lost no time in responding to the Nation's call; he joined up at once as a private in a London regiment, and, after many adventures in khaki all over the world, retired from the Royal Engineers with the rank of major.

It would be a hopeful thing if there could be a wise realisation of the truth of Sir Godfrey Collins's assertion at a recent conference of the local authorities in Glasgow, that "Planning pays; it pays the owners of land, and it pays the community." In these days of better housing aims, higher social ideals and enormous road traffic, we want to see the country gradually freed from the tyranny of narrow roads through the great towns, from the mixing up of residential and factory areas, and from the irregularity and poverty of building which produced the ugly towns of the past. The present trouble is that there is not nearly enough of it to cope with the lack of foresight which accompanied the vast urban and industrial expansion of the last century.

Last year Great Britain's 999 building societies lent on mortgage the amazing sum of £130,676,119. Their assets totalled £601,632,323. Mortgage advances during the year increased by £6,117,612, and assets by £46,041,713. Of the 240,797 mortgage loans made during 1935, 230,331 were for less than £1,000. These "small" loans totalled £103,523,872.

The House of Lords' decision that banks, shops, book-stalls, kiosks and showcases at railway stations, and the premises of builders' merchants and others in railway goods yards, shall be separately assessed for rating purposes, is likely to have far-reaching consequences. Hitherto these premises have been assessed with the railway properties. While new tenants will have to pay the full rate, it is probable that the railway companies will make special terms with the tenants who hold long-standing agreements.

Does a road become a public right of way if the public have enjoyed its use openly for a period of twenty years "without interruption"? This is a question that Mr. Justice Hilbery was asked to answer. The Rights of Way Act, 1932, said the judge, provided that where a way had been enjoyed as a right for a full twenty years without interruption, it should be deemed to have been dedicated to the public as a highway, unless there was evidence that there was no intention, during that period, to dedicate. The words "enjoyed by the public as a right," meant openly, without force and not by virtue of permission granted from time to time.

Osea Island, now in the market, belonged at one time to Mr. F. N. Charrington, the great temperance reformer. His intention was to build a town, lay out a park, construct roads—in fact, make it quite an ideal resort. But as the owner insisted there was to be no public house, nor any shop where drink was to be sold, the project was handicapped from the commencement.

There appears to be no limit to the cheap house. Not long ago the expressed intention of a local authority to build a row of houses to be let at a weekly rental of 6s. created much comment, and now a Norfolk rural council has decided to erect bungalows to let at 2s. 6d. weekly for married couples or families of two and a half persons, a child under the age of ten to count as a half person. I shall make sure to find out what happens when a half-person gets over the ten line or the family occupying the bungalow has a second child.

Obituary.

LORD MURRAY.

The Right Hon. Lord Murray, a Judge of the Court of Session in Scotland, died at his home in Edinburgh, on Tuesday, 9th June, at the age of sixty-nine. He was admitted an advocate in 1889, and took silk in 1909. He became Solicitor-General for Scotland in 1920, and in 1922 he was appointed Lord Advocate, and was sworn of the Privy Council. He was raised to the Bench later the same year.

DR. W. N. HIBBERT.

Dr. William Nembhard Hibbert, Barrister-at-law, of Garden-court, Temple, died on Sunday, 7th June, at the age of sixty-three. He was educated at Dulwich College, and was called to the Bar by the Middle Temple in 1897. Dr. Hibbert was law lecturer and sometime Dean of Laws at King's College, University of London, and lecturer on jurisprudence and conflict of laws and the law of evidence. He was the author of a great number of legal text-books.

MR. T. E. AUDEN.

Mr. Thomas Edward Auden, solicitor, of Burton-on-Trent, died on Sunday, 31st May, at the age of seventy-one. Mr. Auden, who was admitted a solicitor in 1887, was senior partner in the firm of Messrs. Auden & Son. He was Coroner for Burton and the East District of Staffordshire, and Registrar of Burton County Court.

MR. W. BROWETT.

Mr. Walter Browett, solicitor, head of the firm of Messrs. Browetts, of Coventry, died on Thursday, 4th June, at the age of seventy-six. Mr. Browett, who was educated at Rugby School, was admitted a solicitor in 1882. He had been Diocesan Registrar for Coventry since the restoration of that See in 1918.

MR. F. CATTLE.

Mr. Frederic Cattle, solicitor, of Ilkeston and Heanor, died on Friday, 5th June, at the age of seventy. Mr. Cattle was admitted a solicitor in 1888. He was clerk to the Heanor and Eastwood Urban District Councils and legal adviser to the Ilkeston and Heanor Water Board. He was a Past President of the Derbyshire Law Society.

MR. J. DICKINSON.

Mr. John Dickinson, solicitor, senior partner in the firm of Messrs. John Dickinson & Son, of Wakefield and Horbury, died on Tuesday, 26th May, at the age of eighty-one. Mr. Dickinson was admitted a solicitor in 1881.

MR. T. E. GOSSLING.

Mr. Tom Ellison Gossling, solicitor, of Bournemouth, died on Sunday, 24th May, at the age of seventy-four. Mr. Gossling, who was admitted a solicitor in 1883, was founder of the firm of Messrs. Gossling & Bunton.

The directors of the Prudential Assurance Company have appointed Sir Nigel George Davidson, a director of the company, to fill the vacancy occasioned by the death of Mr. F. Schooling.

Notes of Cases.

Court of Appeal.

In re Lunacy Act, 1890 ; *In re* Intended Action by Frost.

Greer and Greene, L.JJ. 6th and 7th May, 1936.

Lunacy—Detention in Mental Ward—Alleged Wrongful—Leave to Sue—Whether Reasonable Care Taken—Lunacy Act, 1890 (53 Vict., c. 5)—Mental Treatment Act, 1930 (20 & 21 Geo. 5, c. 23).

Interlocutory appeal from a decision of Goddard, J.

The applicant was a pauper, aged 75. Immediately after his wife's death he drank heavily and his condition became highly excitable. At his daughter's request his medical attendant wrote a letter requesting his admission to a hospital controlled by the Kingston-upon-Hull Corporation. He said : "He requires hospital treatment. Requires to be kept under observation." An ambulance was dispatched to his home on the 25th August, 1935, and he was conveyed to the institution, being there examined by the assistant to the senior medical officer. The senior medical officer issued a certificate for his detention, although he had not personally examined him. He was put in the mental ward for four days, but this being afterwards found unnecessary, he was moved to the ordinary male medical ward. On the 10th September, he was, at his daughter's request, removed to his home. Two independent doctors who subsequently examined him found no sign of mental incapacity. On the 22nd February, 1936, he gave notice that he was taking proceedings to obtain leave under the Mental Treatment Act, 1930, s. 16 (2), to bring an action against the corporation for false imprisonment and wrongful detention as a person of unsound mind. Goddard, J., granted leave and the corporation appealed.

Greer, L.J., dismissing the appeal, said that the learned judge's order should not be disturbed in so far as he gave leave for an action to be brought in respect of the detention from the time the applicant was taken away in the ambulance until the expiration of the time during which he was detained in the mental ward. The appellants had argued that the judge was wrong in making the order with regard to the period from the removal in the ambulance to the granting of the certificate by the senior medical officer, on the ground that till then the acts were not done pursuant to the statute and, therefore, no leave was required under s. 16. But the words of Vaughan Williams, L.J., in *Shackleton* v. *Swift* [1913] 2 K.B. 304, at p. 316, applied to the section, and if there was evidence which justified the learned judge in concluding that the defendants' servants acted pursuant to the statute, sending the ambulance to take charge of the applicant on the ground that they considered him a suitable person to be detained, leave should be granted to bring the action. It appeared that they regarded the letter of the applicant's medical attendant as a certificate and acted as they did because they thought they were taking possession of a man of unsound mind and that they were entitled to do so by reason of that certificate. It did not in fact so entitle them. There was also evidence to justify the judge in concluding that in failing to have the applicant examined by an expert before putting him into the mental ward the authorities acted "without reasonable care" within s. 16 (2). This might be displaced by other evidence hereafter. The Corporation were not liable for the negligence, if any, of the senior medical officer in giving his certificate (*Evans* v. *Liverpool Corporation* [1906] 1 K.B. 160) but they were responsible in that their officials were acting without reasonable care when they detained the applicant in the mental ward. The Corporation, however, were not precluded from showing at the trial, if they could, that their acts were not purported to be done under the Act. If it turned out that any part of the proceedings were not such that s. 16 applied to them, the Corporation would be entitled to defend under the Public Authorities Protection Act, 1893.

Greene, L.J., agreed.

Counsel : *Picciotto* ; *Waller* (*C. Salter* with him).

Solicitors : *Sharpe, Pritchard & Co.*, agents for *Alexander Pickard*, Town Clerk, Hull ; *Steavenson & Couldwell*, agents for *Iveson, West & Wilkinson*, of Hull.

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

Imperial Tobacco Co. (of Great Britain & Ireland) Ltd. *v.* Parslay.

Lord Wright, M.R., Slesser and Romer, L.JJ. 27th May, 1936.

Contract—Sum Stipulated as Payable by Party Committing Breach—Whether Penalty or Liquidated Damages.

Appeal from a decision of Goddard, J. (80 Sol. J. 76).

The plaintiffs, manufacturers of tobacco and cigarettes, controlled the manufacture and sale of many of the leading brands and belonged to the Tobacco Trade Association, formed with the object, *inter alia*, of preventing the cutting of prices. In September, 1934, the defendant, who owned a stall in Watford market, entered into an agreement in writing with them, undertaking not to sell any proprietary price-maintained tobacco or cigarettes at less than the proper retail price and to pay them for every breach of the undertaking £15 "as agreed and liquidated damages." The defendant having broken this agreement, the plaintiffs sued for an injunction and damages. They also claimed a declaration that the £15 stipulated was liquidated damages and not a penalty. Goddard, J., granted an injunction, but refused a declaration. The plaintiffs appealed.

Lord Wright, M.R., allowing the appeal, said that this claim was *primâ facie* for liquidated damages. The use of the words was not conclusive, as the substance of the matter must be looked at. The learned judge had held that this was a penalty (1) because of the disproportion between the price of any single article and £15, and (2) because between a great manufacturing company and a market tobacconist the discrepancy was such as to make the bargain extravagant. The first point was disposed of by *Dunlop Pneumatic Tyre Co. Ltd.* v. *New Garage and Motor Co. Ltd.* [1915] A.C. 79. As to the second point, the difference in the position of the parties was not a ground on which this provision in an admittedly valid contract could be held to impose a penalty.

Slesser and Romer, L.JJ., agreed.

Counsel : *Simonds*, K.C., *Monckton*, K.C., and *B. O'Malley* ; *Cloutman* and *Miss Raven*.

Solicitors : *Russell & Arnholz*, agents for *T. Murray Sowerby*, of Bristol ; *Turner & Co.*, agents for *S. J. Weaver*, of Watford.

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

Greaves *v.* Drysdale.

Greer and Greene, L.JJ., and Talbot, J. 27th May, 1936.

Practice—Costs—Shorthand Note taken by Agreement—No Agreement as to Transcript—Transcript Used on Appeal—R.S.C., Ord. LVIII, r. 11 (b).

At the trial before Branson, J., a shorthand note was taken by agreement of the parties. There was no agreement as to the cost of the transcript. The successful appellant now applied that the cost of the transcript should be allowed as part of the costs of the appeal.

Greer, L.J., said that the general practice had been not to allow the cost of the transcript unless there was an agreement between the parties that it should be taken as the equivalent of the judge's notes. However, from Ord. LVIII, r. 11 (b), it seemed to follow that if a note agreed to be taken was in fact used, the cost should be treated as part of the costs of the appeal. Here the appeal could not have been adequately

presented without referring to the transcript. Both sides used it, and it would be unjust to throw the burden of the cost on the successful appellant. The old rule of practice was not a hard and fast rule, and the cost would be allowed.

GREENE, L.J., and TALBOT, J., agreed.

COUNSEL: *Sandlands*, K.C. (*Safford* with him); *W. McNair*.

SOLICITORS: *Attenboroughs; Hair & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Appeals from County Courts.

Elkington & Co. Ltd. *v.* Amery.

Greer, Slesser and Greene, L.JJ. 21st April, 1936.

INFANT—GIFTS TO LADY—ENGAGEMENT RING—"ETERNITY RING"—WHETHER NECESSARIES.

Appeal from Westminster County Court.

The defendant, the son of a former cabinet minister, being then an infant, bought from the plaintiffs a lady's gold vanity bag for £20 10s., and was given credit. Subsequently, he went to their premises with a lady and bought a lady's diamond ring for £42, which he said was an engagement ring, and was again given credit. Later, he bought a diamond and platinum "eternity ring" for £38, credit being given once more. After he came of age, the plaintiffs sued him for the price of the articles, but the action was compromised, the defendant undertaking to pay by instalments. Default having been made in payment, the plaintiffs brought this action. The learned county court judge held that all the articles supplied were necessaries and gave judgment for the plaintiffs. The defendant appealed.

GREER, L.J., in giving judgment, said that, though the original contract was void, the defendant was liable to pay a reasonable price (see *Nash* v. *Inman* [1908] 2 K.B. 1). The price here was not excessive. There was no evidence that the vanity-bag was a necessary, but it was otherwise with the rings. The "eternity ring" was treated before the learned judge as a wedding-ring. There was evidence on which he could hold that these debts were incurred for necessaries for a young man in the defendant's circumstances (see *Jenner* v. *Walker*, 19 L.T. 398). The appeal would be allowed to the extent of £20 10s., but as the respondents had substantially succeeded, they should have the costs.

SLESSER and GREENE, L.JJ., agreed.

COUNSEL: *H. Garland* and *Dreschfield; Beecroft*.

SOLICITORS: *F. O. Chinner & Co.; McKenna & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Strood Estates Co. Ltd. *v.* Gregory.

Merriman, P., Scott, L.J., and Eve, J.
29th and 30th April, 1st and 21st May, 1936.

LANDLORD AND TENANT—RENT RESTRICTIONS—INCREASE OF RENT—"NET RENT"—CALCULATION—COMPOUNDING ALLOWANCE FOR RATES—WHETHER RIGHT TO DEDUCT AMOUNT ACTUALLY PAID—IMPROVEMENTS—INCREASE OF RENT AND MORTGAGE INTEREST (RESTRICTIONS) ACT, 1920 (10 & 11 Geo. 5, c. 17), ss. 2 (1), 12 (1).

Appeal from Rochester County Court.

The plaintiffs owned a cottage and garden protected by the Rent Restrictions Acts, the tenant paying a weekly rent of 8s. 6d. They claimed from him £3 2s. 11d. arrears of rent. The tenant claimed that the proper rent was 7s. 1d. a week, and accordingly that he was entitled to set off the amount overpaid by him, denying that he was in arrear. The landlords paid the rates on the premises, certain allowances being granted to them under the Poor Rate Assessment and Collection Act, 1869, the Rating and Valuation Acts, 1925 to 1928, and the Local Government Act, 1929. Certain permitted increases of rent being calculated under s. 2 (1) of the Act of 1920 on the basis of the "net rent" as defined by s. 12 (1) (*c*). The landlords, in order that the "net rent" might be as large as possible, claimed that the rates which under s. 12 (1) (*c*) they were bound to deduct from the "standard rent" in order to arrive at it, were the rates actually paid by them and not the higher figure at which they were assessed. They also claimed to be entitled to make certain increases in respect of the installation of a water-closet and a sink, and the making of a concrete pavement which they claimed were improvements or structural alterations. The learned county court judge held that the standard rent was 5s. 6d. a week, that the landlords were entitled to deduct the rates as compounded and that the work done was done by way of structural alteration or improvement within the Act. The defendant appealed.

MERRIMAN, P., in giving judgment, referred to the five subjects in respect of which an increase of the standard rent might be made under s. 2 (1) and the definition of "net rent" in s. 12 (1). The question was whether "the amount of such rates" to be deducted from the standard rent under s. 12 (1) meant the full rate or the rate less the compounding allowance. His lordship referred to the Poor Rate Assessment and Collection Act, 1869, ss. 3 and 4, and the Public Health Act, 1875, s. 211, and said that the rates were primarily levied on the occupier, though the landlord was allowed to discharge them by payment of something less. *Nicholson* v. *Jackson*, 37 T.L.R. 887, *Evans* v. *Baxter*, 46 T.L.R. 270, and *Hodgkinson* v. *Hewitt*, 44 T.L.R. 694, had been relied on by the landlords, who argued that the words "where the landlord . . . paid the rates" in s. 12 (1) read with the words "the amount of such rates" must refer to the sum for which they could discharge the liability for rates and not the amount of the rates themselves. This was fallacious. On this point the appellant succeeded, the landlords being bound to deduct the amount of the rates chargeable. On the second point, relating to the improvements which consisted in substituting an efficient sanitary system satisfactory to the local authority for an antiquated one not meeting their requirements the tenant had argued that under the Housing Act, 1925, s. 1, the landlord was bound to keep the house reasonably fit for human habitation, that the obligation to do the work was a term of the tenancy and that the expenditure could not be transferred to the tenant. The fallacy in this argument lay in applying the ordinary principles of contract to a "statutory tenancy," which was not properly speaking a tenancy at all (see *Keens* v. *Dean* [1924] 1 K.B. 685). The position would work great injustice and the legislature had no such intention as that. On this point the appellant failed.

SCOTT, L.J., and EVE, J., agreed.

COUNSEL: *T. Southall*; *McIntyre*.

SOLICITORS: *W. H. Thompson*; *Deacon & Co.*, agents for *Arnold, Tuff & Grimwade*, of Rochester.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Westminster City Council *v.* Treby.

Farwell, J. 21st April, 1936.

COMPANIES—RECEIVER—CLAIM FOR RATES—ASSURANCE THAT THERE WAS NO LIABILITY—INDEMNITY—PAYMENT OF MONEYS RECEIVED TO DEBENTURE-HOLDER—COMPANIES ACT, 1929 (19 & 20 Geo. 5, c. 23), s. 78.

In 1933, a company carrying on business at two separate establishments at Shepherd's Bush and in the Strand issued one single debenture for £350 to C, who, in 1934, appointed the defendant T receiver. Certain moneys having been recovered by him, T, on the 24th January, 1934, gave a cheque for £25 to G (who acted throughout for the debenture-holder C). T was not then aware that the company was carrying on business in the Strand, nor did G or C then know that the plaintiffs were claiming for rates in respect of them.

On the 2nd February, T received notice from them of a claim for rates amounting to £76 11s. 5d., but S, the managing director, and G told him that there was no claim on the company with regard to the premises. Being satisfied, T drew another cheque in favour of C for £50 in respect of moneys received by him and gave it to G, but having received another claim for rates on the same day, he stopped the cheque. G, being consulted, told T that the liability was not upon the company, but upon himself as tenant, and gave T a letter indemnifying him in the event of the Council insisting on payment from him. Thereupon T allowed the cheque to be paid and subsequently made two payments of £10 each on the 9th February and the 1st June. The Council, having made further demands on the 15th February and the 27th September, brought an action against T, who obtained leave to institute third party proceedings against G and C claiming to be indemnified against any sum which he might have to pay the Council. Subsequently, he consented to judgment against himself for an agreed sum of £66 12s. 11d. and £32 0s. 4d. costs, having given notice to the third parties that he proposed to do so, and thereupon became liable to the Council to the extent of the sums paid to C, totalling £95.

FARWELL, J., in giving judgment, said that the defence was based on s. 78 of the Companies Act, 1929, under which the receiver was bound to pay the claim of the Council in full in priority to any claim by the debenture-holder, and it had been argued that no claim for contribution or indemnity could be sustained on the ground that he could not set up his own wrongful act. But if there was an agreement which was not necessarily *per se* illegal and which was induced by one of the parties representing to the other that the act agreed to was innocent, the latter was not precluded from suing on the agreement. Here the payment to the debenture-holder was not in itself illegal, so long as there was no valid preferential claim, and G had represented that there was none. The agreement was entered into by the receiver and the payment was made in the *bonâ fide* belief that it was one which he was bound to make. He was entitled to succeed against G to the extent of the whole amount. As to C, who received part of the payments before having notice of any claim for rates, she could only be made to refund sums paid to her after she must be taken to have known through G of the claim, £70. The receiver was entitled to a declaration that he could recover up to £70 from C. On the two judgments, however, he could not recover more than the full £98 13s. 3d. for which he was liable to the Council under their judgment against him.

COUNSEL: *Hon. Denys Buckley; T. J. Phillips* (*H. Garland* with him).

SOLICITORS: *J. E. Baring, Gomm & Co.; Reece-Jones & Co.*

Reported by FRANCIS H. COWPER Esq., Barrister-at-Law.]

Kidderminster Mutual Benefit Building Society *v.* **Haddock.**

Clauson, J. 29th April, 1936.

MORTGAGE—BUILDING SOCIETY'S RULES—REPAYMENT BY INSTALMENTS—NO PROVISO THAT WHOLE AMOUNT BECAME DUE ON DEFAULT—DEFAULT IN INSTALMENTS—BREACH OF RULES—FORECLOSURE.

In 1931, the defendant mortgaged a house to the plaintiffs for £435 with interest at 5½ per cent. per annum, covenanting that he would punctually repay the advance and interest by weekly payments of 18s. and would observe the rules of the plaintiffs. The mortgage provided that if the defendant should repay the advance and interest by the repayments agreed and should pay all fines which might from time to time become payable by him, or should redeem the mortgage under rule 34 and should observe the plaintiffs' rules and the covenants in the mortgage, the mortgage should be vacated by endorsed receipt. Rule 19 provided that members receiving advances were to repay them with interest by such instalments as were stated in the mortgage deed, and rule 34 provided that a member might redeem at any time by giving one month's notice. The mortgage did not contain the usual form of proviso that in default of payment of any instalment the whole amount should become payable on demand. The defendant having made default the plaintiffs issued a summons to enforce the mortgage by foreclosure.

CLAUSON, J., in giving judgment, referred to *Williams* v. *Morgan* [1906] 1 Ch. at p. 809, and said that, on the principle there stated, the plaintiffs were entitled to an order for foreclosure in the form made in *Garrett* v. *Watson* (Seton, 6th Ed., p. 2124; 7th Ed. p. 2054).

COUNSEL: *G. Upjohn;* (The defendant did not appear).

SOLICITORS: *Bell, Brodrick & Gray*, agents for *Ivens, Morton & Morton*, of Kidderminster.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

In re **Thompson: Public Trustee** *v.* **Husband.**

Clauson, J. 30th April and 6th May, 1936.

WILL—LEGACIES—PERSONAL ESTATE INSUFFICIENT TO DISCHARGE THEM—TO WHAT EXTENT CHARGED ON REAL ESTATE—ADMINISTRATION OF ESTATES ACT, 1925 (15 Geo. 5, c. 23), s. 34.

The testator, who died in 1935, by his will gave certain legacies and an annuity, and bequeathed all his real and personal estate not otherwise disposed of to two hospitals. His personal estate was insufficient to discharge the legacies and the annuity in full. The question arose to what extent these should be borne by the testator's real estate.

CLAUSON, J., in giving judgment, said that in *In re Boards* [1895] 1 Ch. 499, it was decided that legacies were charged upon the real estate or its proceeds, but that they were payable primarily out of the personalty unless the testator directed that they should be paid out of a mixed fund. Here the importance of this was that in so far as the legacies were payable out of realty, certain estate duties in respect of it would have to be borne by so much of the proceeds of sale of the realty as was appropriated to them. It had been argued that the rule in *In re Boards, supra*, was no longer law, and that legacies were not primarily payable out of personalty but out of personalty and realty *pro rata* according to the proportions of personalty and realty, and reliance was placed on the Administration of Estates Act, 1925, s. 34 (3) and Sched. I, Pt. II, but that Act had not changed the law in this respect.

COUNSEL: *F. C. Watmough; Hon. Charles Russell; P. Walters; W. S. Norwood; Charles Romer.*

SOLICITORS: *Donald McMillan & Mott; Charles Russell & Co.; J. J. Warden Gowring; Cree & Son*, agents for *Sydney Taylor*, of Buxton; *Corbin, Greener & Cook.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

McManus *v.* **Bowes and Others.**

Macnaghten, J. 11th, 12th, 13th, 14th and 19th May, 1936.

ASYLUM OFFICER—DISMISSAL—RIGHT TO NOTICE—SUPERANNUATION CONTRIBUTIONS—RIGHT TO RETURN OF—CLAIM—WHEN BARRED—LUNACY ACT, 1890 (53 & 54 Vict., c. 5), s. 276 (3)—PUBLIC AUTHORITIES PROTECTION ACT, 1893 (56 & 57 Vict., c. 61), s. 1.

Action for damages for wrongful dismissal and for return of superannuation contributions made under the Asylum Officers' Superannuation Act, 1909.

The plaintiff was assistant medical officer of a mental hospital in Hampshire. The defendants were persons against whom the plaintiff made various allegations, later withdrawn, and the Hampshire Joint Mental Hospital Committee, sued

by its clerk. The plaintiff was appointed by a visiting committee constituted under the Lunacy Act, 1890. Under that Act the committee had power to constitute sub-committees for the purpose of dealing with their various hospitals or asylums, of which the mental hospital in this case was one. Neither at the time of the plaintiff's engagement nor at any other time was any mention made of notice. On the 21st October, 1927, the committee came to the conclusion that in the interests of the hospital it was necessary to discharge the plaintiff and dispense with his services. It was not disputed that the committee were entitled to dispense with the plaintiff's services. They paid his salary up to the date of dismissal and the salary to which he would have been entitled if he had continued for a further three months.

MACNAGHTEN, J., said that the question was, assuming the plaintiff to be entitled to reasonable notice, whether three months was, in the circumstances, an adequate period of notice? That question was subject to the further one—whether the plaintiff was in law entitled to any notice at all. The defendants contended that he was not. That depended on the true construction of s. 276 (3) of the Lunacy Act, 1890, which gave the committee power to remove an officer. For the defendants it was argued that that section gave the committee power at their pleasure and without assigning any reason to revoke the appointment and remove a person from the office to which he was appointed. If he were so removed he could not, of course, draw the emoluments of the office, and the defendants said that it was necessary to imply that when an officer was removed he was no longer entitled to the salary and emoluments attaching to the office. He thought that that argument was well founded. Nothing had been said about notice, and it must be taken that the plaintiff was employed on the terms that the committee might remove him at their pleasure, and that he could have no complaint and no claim against them if they told him to go. The claim for wrongful dismissal failed and must be dismissed. With regard to the plaintiff's claim for the return of his contributions under the Asylum Officers' Superannuation Act, 1909, the visiting committee had made no charge of misconduct. They had merely intimated that his services would be dispensed with in the interests of the hospital. He was entitled to receive the aggregate amount of his contributions under the Act from the committee which deducted them from his salary. He was only entitled to get them if he were not entitled to a superannuation allowance, and until that decision was given the defendants were bound to retain the contributions in the fund from which the superannuation would be paid. The plaintiff had prosecuted his claim for the superannuation allowance and had applied to the Secretary of State, who had given a decision adverse to the claim. The defendants had contended that, as that decision was final, the superannuation contributions, if returnable, became so at that date, and that the present claim was accordingly barred by the Public Authorities Protection Act, 1893. It would have been barred if the claim could have been made after the decision of the Secretary of State in 1930, but it was open to the plaintiff to take the view that the decision of the Secretary of State was not really final and that recourse could be had to the court, the decision of which would be final. That being so, the Act of 1930 did not apply, and, the claim for superannuation being finally disposed of by the present action, the plaintiff was entitled to the return of his contributions.

COUNSEL: *Serjeant Sullivan*, K.C., and *Gerald Gardiner*, for the plaintiff; *Croom-Johnson*, K.C., *W. Blake Odgers*, and *B. A. Harwood*, for the defendants; *Hector Hughes*, K.C., and *J. R. Colchester* held watching briefs for the Mental Hospital Workers' Union.

SOLICITORS: *William P. Webb*; *Robbins, Olivey and Lake*, for *F. V. Barber*, Winchester; *Booth and Booth*, Manchester.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

CORRECTION.

Bromley Trading Co. Ltd. *v.* John Gill Contractors Ltd.

We greatly regret that in the report of the above case at p. 449 of last week's issue, the names of counsel and solicitors were incorrectly stated. They should be as follows:—

W. T. Cresswell, K.C., and *N. Greig* (instructed by *Kenneth Brown, Baker, Baker*) for the unsuccessful appellants, the Bromley Trading Co., Ltd.; *Sir Lynden Macassey*, K.C., and *L. Mead* (instructed by *W. W. Box & Co.*) for the claimants, John Gill Contractors, Ltd.

For Table of Cases previously reported in current volume see page xiv of Advertisements.

Books Received.

Twenty-eighth General Report of the Public Trustee. 1936. London: H.M. Stationery Office. Price 2d. net.

Justice in a Depressed Area. By CHARLES MUIR, Barrister-at-Law. 1936. Crown 8vo. pp. (with Index) 216. London: George Allen & Unwin, Ltd. 6s. net.

Stone & Meston's Law Relating to Money-lenders. Third Edition, 1936. By The Hon. DOUGALL MESTON, of Lincoln's Inn and the South-Eastern Circuit, Barrister-at-Law. Demy 8vo. pp. xxxvi and (with Index) 428. London, Birmingham, Liverpool and Glasgow: The Solicitors' Law Stationery Society, Ltd. 25s. net.

My 60 years in the Law. By F. W. ASHLEY, for fifty-four years Clerk to the late Mr. Justice Avory. 1936. Demy 8vo. pp. xiii and (with Index) 328. London: John Lane, The Bodley Head. 15s. net.

Societies.

Solicitors' Benevolent Association.

The monthly meeting of the Directors was held on 3rd June, at No. 60, Carey-street, London, W.C.2, with Mr. C. S. Bigg (Leicester) in the chair. The other Directors present were: Sir Edmund Cook, C.B.E. and Messrs. E. E. Bird, A. J. Cash (Derby), T. G. Cowan, T. S. Curtis, N. T. Crombie (York), G. C. Daw (Exeter), R. Epton (Lincoln), A. N. Hickley, R. B. Pemberton, H. F. Plant, W. N. Riley (Brighton), A. B. Urmston (Maidstone), H. White (Winchester) and the Secretary. It was reported that His Majesty the King had graciously consented to give his patronage to this Association, and the following resolution was unanimously passed: "The Board desires to place on record its deep appreciation of the honour done to the Association by His Majesty the King in consenting to become the patron of The Solicitors' Benevolent Association, and its grateful thanks for His Majesty's gracious and kindly act." At the meeting £1,564 was distributed in grants to necessitous cases; thirty-two new members were admitted; an anonymous donation of £100 from Leicester was announced, and other general business was transacted.

Law Association.

The Annual General Court was held at The Law Society's Hall, on Wednesday, the 10th June, the President, Lord Blanesburgh, attending to take the chair. Lord Blanesburgh was received on his arrival at the Hall by officers of the Association and Sir Edmund Cook, the Secretary of The Law Society, and after being entertained to lunch, took the chair at 2 o'clock. He was received with acclamation by the members, who had gathered in the Council Chamber of The Law Society, and comprised the following officers and members of the Law Association, namely, Mr. Guy H. Cholmeley, Chairman of the Board, Mr. John Venning, Treasurer, Master P. W. Chandler, Trustee, Messrs. E. E. Barron, E. B. V. Christian, A. E. Clarke, Douglas T. Garrett, E. Goddard, Frank Pritchard and William Winterbotham, Directors, Messrs. J. C. Brookhouse and S. Hutchison, Auditors,

Mr. Andrew H. Morton, Secretary, and a number of members of the Association and The Law Society.

After the notice convening the meeting and the minutes of the previous Annual General Court in June, 1935, had been read by the Secretary, the President presented the Annual Report and Balance Sheet. After calling attention to the small amount involved in expenses of administration leaving the great bulk of the income for distribution in benefit, and the relative amounts expended in relief of members' and non-members' dependants, his lordship referred to letters received from recipients of benefit and stressed the desirability of an increase in the available funds for relief of cases of hardship, both by extension of the membership and by more of the members agreeing to pay under deeds of covenant enabling the Association to recover tax on subscriptions. Mr. Cholmeley, the Chairman for the past year, seconded the motion, which was duly carried.

Mr. Cholmeley moved the re-election of Lord Blanesburgh as President, and the appointment of the following as Vice-Presidents, for the ensuing year, namely, Mr. Justice Luxmoore, Mr. Justice Macnaghten, Sir Roger Gregory and Sir John Withers, which was seconded by Mr. Venning and carried unanimously.

The Treasurers and Board of Directors and the Auditors were re-appointed, and the meeting closed with a hearty vote of thanks to the President, moved by Dr. E. Leslie Burgin.

The Hardwicke Society.

A meeting of the Society was held on Friday, 22nd May at 8.15 p.m., in the Middle Temple Common Room, the President, Mr. T. H. Mayers, in the chair. Mr. C. Roope moved: "That this house deplores present-day tendencies in the U.S.A." The Hon. E. Howard opposed. There also spoke Messrs. Scholefield, A. Douglas, J. A. Grieves, J. A. Petrie (Hon. Treasurer), Campbell Prosser, Llewellyn Thomas (Hon. Secretary), and Miss M. C. Davies. The Hon. Mover having replied, the house divided, and the motion was lost by one vote.

Parliamentary News.

Progress of Bills.

House of Commons.

Air Navigation Bill.
In Committee. [10th June.

Finance Bill.
In Committee. [10th June.

Fishguard and Goodwick Urban District Council Bill.
Read Second Time. [9th June.

Gravesend and Milton Waterworks Bill.
Read Third Time. [9th June.

Grimsby Corporation (Trolley Vehicles) Provisional Order Bill.
Read Second Time. [10th June.

Lee Conservancy Catchment Board Bill.
Read Second Time. [9th June.

London and North Eastern Railway Order Confirmation Bill.
Read Third Time. [10th June.

London County Council (Housing Site) Bill.
Withdrawn. [10th June.

Ministry of Health Provisional Order (Ramsey and Saint Ives Joint Water District) Bill.
Read Third Time. [9th June.

Pier and Harbour Provisional Order (Gloucester) Bill.
Read Third Time. [9th June.

Wolverhampton Corporation Bill.
Read Third Time. [9th June.

Rules and Orders.

THE CHANCERY OF LANCASTER (SOLICITORS REMUNERATION) RULES 1936. DATED MAY 27, 1936.

The Right Honourable Sir John Colin Campbell Davidson, G.C.V.O., C.H., C.B., M.P., Chancellor of the Duchy and County Palatine of Lancaster with the advice and consent of Sir Courthope Wilson, Kt., K.C., the Vice-Chancellor of the said County Palatine and with the approval of the Authority empowered to make rules for the Supreme Court in pursuance of the powers and authorities in that behalf given to him by the Chancery of Lancaster Acts, 1850 to 1890, and all other powers and authorities enabling him in that behalf doth hereby order and direct as follows:—

1. The following amendments shall be made in The Chancery of Lancaster (Solicitors Remuneration) Rules 1932* :—

(*a*) In sub-paragraph (*b*) of Rule 2 after the words "October 1932" there shall be inserted the words "and before the 1st day of June 1936."

(*b*) After sub-paragraph (*b*) of Rule 2 the following sub-paragraph shall be inserted and shall stand as sub-paragraph (*c*) :—

"(*c*) if done after the 31st day of May 1936 by 33⅓ per centum."

2. These Rules may be cited as the Chancery of Lancaster (Solicitors Remuneration) Rules 1936 and shall come into force on the 1st day of June, 1936.

Dated the 27th day of May, 1936.

J. C. C. Davidson,
Chancellor.

Courthope Wilson,
Vice-Chancellor.

Approved by the Rule Committee of the Supreme Court.
Claud Schuster.

* S.R. & O. 1932 (No. 735) p. 680.

Legal Notes and News.

Honours and Appointments.

The Colonial Office announces the following appointments and promotions in the Colonial Legal Service: Mr. R. H. BROWNE (Resident Magistrate, Jamaica), appointed Chief Registrar of the Supreme Court and Protectorate Courts, Nigeria; Mr. W. B. CUMMING (Asistant Administrator-General and Deputy Official Receiver), appointed Administrator-General and Official Receiver, Uganda; Sir R. H. FURNESS (Chief Justice, Barbados), appointed Chief Justice, Jamaica; Mr. L. I. N. LLOYD-BLOOD, M.C. (Solicitor-General, Palestine), appointed Attorney-General, Cyprus; Mr. J. H. B. NIHILL, M.C. (Solicitor-General, Uganda), appointed Attorney-General, British Guiana; Mr. H. M. WINDSOR-AUBREY (Magistrate), appointed Crown Counsel, Uganda.

Mr. LLEWELYN JOHN, an assistant solicitor in the office of the Town Clerk of Swansea, has been appointed Assistant Solicitor to the South Shields Corporation. Mr. John was admitted a solicitor in 1934.

Mr. D. G. GILMAN, solicitor, Deputy Town Clerk of Derby, has been appointed Assistant Solicitor to the Derbyshire County Council. He was admitted in 1927.

Mr. G. F. SIMMONDS, M.A., LL.B., assistant solicitor to the Todmorden Corporation, has been appointed Assistant Solicitor to the Heston and Isleworth Borough Council. Mr. Simmonds was admitted a solicitor in 1933.

Professional Announcements.

(2s. per line.)

EX-CHIEF INSPECTOR GOUGH, Scotland Yard, is proceeding to NEW ZEALAND and AUSTRALIA professionally in July. Will undertake any confidential matters en route. Address: 15, Yew Tree Court, London, N.W.11, until end of July, then Box 45A, G.P.O., Sydney, N.S.W.

SOLICITORS & GENERAL MORTGAGE & ESTATE AGENTS ASSOCIATION.—A link between Borrowers and Lenders, Vendors and Purchasers.—Apply, The Secretary, Reg. Office: 12, Craven Park, London, N.W.10.

Notes.

The annual general meeting of The City of London Solicitors' Company will be held at the Guildhall on Wednesday, 17th June, at 4.30 p.m.

Seven applicants for the post of Town Clerk of Liverpool have been selected for interview—the Deputy Town Clerks of Liverpool and Birmingham and the Town Clerks of Birkenhead, Wallasey, St. Helens, Southport and Sunderland. There were twenty-three applications.

The Irish Free State Government announces that the Executive Council have appointed a commission to make recommendations as to the functions, powers and composition of a Second Chamber in the event of its being decided to include one in the Constitution. Mr. Hugh Kennedy, the Chief Justice, is to be the chairman of the Commission, and the Attorney-General will be vice-chairman. The first meeting of the Commission is being summoned for Wednesday, 17th June.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON GROUP I.

DATE.	EMERGENCY ROTA.	APPEAL COURT I.	MR. JUSTICE EVE. Non-Witness.	MR. JUSTICE BENNETT. Witness Part I.
	Mr.	Mr.	Mr.	Mr.
June 15	More	Jones	Andrews	*Ritchie
,, 16	Hicks Beach	Ritchie	More	*Andrews
,, 17	Andrews	Blaker	Ritchie	*More
,, 18	Jones	More	Andrews	*Ritchie
,, 19	Ritchie	Hicks Beach	More	Andrews
,, 20	Blaker	Andrews	Ritchie	More

	GROUP I. MR. JUSTICE CROSSMAN. Witness Part II.	MR. JUSTICE CLAUSON. Witness Part II.	GROUP II. MR. JUSTICE LUXMOORE. Witness Part I.	MR. JUSTICE FARWELL. Non-Witness.
	Mr.	Mr.	Mr.	Mr.
June 15	*More	Jones	*Hicks Beach	Blaker
,, 16	Ritchie	*Hicks Beach	*Blaker	Jones
,, 17	*Andrews	Blaker	*Jones	Hicks Beach
,, 18	More	*Jones	Hicks Beach	Blaker
,, 19	*Ritchie	Hicks Beach	*Blaker	Jones
,, 20	Andrews	Blaker	Jones	Hicks Beach

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

TRINITY SITTINGS, 1936.

COURT OF APPEAL.

APPEAL COURT No. 1.

Tuesday, 9th June.—Exparte Applications, Original Motions, Interlocutory Appeals from the Chancery and Probate and Divorce Divisions, and, if necessary, King's Bench Final Appeals.

Solicitors are requested to note that Appeals from the Chancery Division (Final List) may be taken in this Court on Monday, 15th June and following days.

APPEAL COURT No. II.

Tuesday, 9th June.—Exparte Applications, Original Motions, Interlocutory Appeals from the King's Bench Division and, if necessary, King's Bench Final Appeals.

Tuesday, 16th June.—Appeals from the Admiralty Division.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

GROUP I.

Before Mr. Justice EVE.

(The Non-Witness List.)

Mondays ..Chamber Summonses.
Tuesdays ..Short Causes, Petitions, Further Considerations and Adjourned Summonses.
Wednesdays Adjourned Summonses.
Thursdays ..Adjourned Summonses. Lancashire Business will be taken on Thursdays, the 11th and 25th June, and 9th and 23rd July.
Fridays ....Motions and Adjourned Summonses.

N.B.—Motions will be heard on Thursday, July 30th instead of Friday, July 31st.

Before Mr. Justice BENNETT.

(The Witness List. Part I.)

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Mondays ...Companies (Winding up) Business.
Tuesdays ... / Wednesdays. / Thursdays .. / Fridays .... } The Witness List. Part I.

Before Mr. Justice CROSSMAN.

(The Witness List. Part II.)

Mr. Justice CROSSMAN will sit daily for the disposal of the List of longer Witness Actions.

GROUP II.

Before Mr. Justice CLAUSON.

(The Witness List. Part II.)

Mr. Justice CLAUSON will sit daily for the disposal of the List of longer Witness Actions.

Before Mr. Justice LUXMOORE.

(The Witness List. Part I.)

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Mondays ...Bankruptcy Business.
Tuesdays ... / Wednesdays. / Thursdays .. / Fridays .... } The Witness List. Part I.

Bankruptcy Judgment Summonses will be taken on Mondays, the 22nd June and 13th July.

Bankruptcy Motions will be taken on Mondays, the 15th June and 6th July.

A Divisional Court in Bankruptcy will sit on Mondays, the 29th June and 20th July.

Before Mr. Justice FARWELL.

(The Non-Witness List.)

Mondays ...Chamber Summonses.
Tuesdays ...Motions, Short Causes, Petitions, Procedure Summonses, Further Considerations and Adjourned Summonses.
Wednesdays Adjourned Summonses.
Thursdays ..Adjourned Summonses.
Fridays ....Motions and Adjourned Summonses.

THE COURT OF APPEAL.

A List of Appeals for hearing, entered up to Saturday, 30th May, 1936.

FROM THE CHANCERY DIVISION.

(Final List.)

Re J & P Coates Ltd's Application No. 143,363 Re Trade Marks Acts 1905/19
R W Crabtree & Sons Ltd v R Hoe & Co Ltd
British Celanese Ltd v British Acetate Silk Corpn Ltd (s.o. for House of Lords)
Vellacott v Gibson
Re Anchor Line (Henderson Bros) Ltd Re Companies Act 1929
Re Godwin Wilson v Godwin
Ludlow v Fennell
Tibbals v Port of London Authority
British Acoustic Films Ltd v Nettlefold Productions (a firm) (not before June 29)
Same v Same (not before June 29)
National Carbonising Co Ltd v British Coal Distillation Ltd
Re Turner's Will Trusts District Bank Ltd v Turner
Re Same Same v Same
Wood v Gowshall Ltd
Manbre and Garton Ltd v Albion Sugar Co Ltd
Same v Same
Clore v Theatrical Properties Ltd
F W Woolworth Ltd v Lambert
Re Cohen's Will Trusts Cullen v Westminster Bank Ltd
Re Thornber's Will Trusts Crabtree v Thornber
Mackenzie v Darragh Smail & Co Ltd
Wilson & Whitworth Ltd v Express and Independent Newspapers Ltd
Re Parent Trust and Finance Co Ltd Re Companies Act 1929
Re Same Re Same
White v Ship Carbon Company of Great Britain Ltd
Re Patents and Designs Acts 1907/1932 Re Registered Design No. 784,366 in Class 3 of Margolir
Re Odling Odling v Churchman
Re Wimble Wakeman v Chapman
Re Blake Berry v Green
Corporation of Liverpool v Lancaster County Council
Re Mainwaring's Trusts Mainwaring's Trustee in Bankruptcy v Verder

FROM THE PROBATE AND DIVORCE DIVISION.

(Final List.)

Divorce Holt v Holt

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

To be mentioned.

Kulukudis v Norwich Union Fire Insce Soc Ltd

For Judgment.

Great Western Railway Co v Henry R James & Sons Ltd
Grein v Imperial Airways Ltd
Blue Belle Motors Ltd v G Scammel & Nephew Ltd
Craven-Ellis v Canons Ltd

For Hearing.

Davies v Russell (s.o. for House of Lords)
Re Housing Acts, 1925–1930 Marriott v The Minister of Health (s.o. for Attorney-General)
Re Same Same v Same
Von Dembinska v Bicknell (not before June 9)
International Trustee for the Protection of Bondholders Aktiengesellschaft v The King (s.o. for Attorney-General)
London County Freehold and Leasehold Properties Ltd v Berkeley Property and Investment Co Ltd
Singer v Associated Newspapers Ltd (not before June 22)
Scarlett v Jack Eggar Ltd
Hannington v Grenc
Vale v Same
Ashby Warner & Co Ltd v Simmons
Madagascar Development Syndicate Ltd v Leake
British Crystal Lamp Co Ltd v Northern Electrical Distributors Co
Breed (trading as Northern Electrical Distributors Co) v British Crystal Lamp Co Ltd
Craze v Meyer Dunmore Bottler's Equipment Co Ltd
Ledwith v Roberts
Greenfell v E B Meyrowitz Ltd
Clubb v George Wimpey & Co Ltd
Spicers Ltd v Davidson's Paper Sales Ltd
Iwai & Co Ltd v Heilbut Symons and Co Ltd
Herniman v Smith
Same v Same
Collingwood v Home and Colonial Stores Ltd
Swain v West (Butchers) Ltd
Schwartz v Bourne and Hollingsworth Ltd
The British and French Trust Corpn Ltd v The New Brunswick Railway Co
Shaw v Bennett (trading as "Boris")
Brooks Wharf and Bull Wharf Ltd v Goodman Bros
Salt v The Power Plant Co Ltd
Bloor v Liverpool Derricking and Carrying Co Ltd
Felston Tile Co Ltd v Winget Ltd
Paterson v Van der Elst
The Commissioners for executing the Office of Lord High Admiral of the United Kingdom v The Owners of the Motor Vessel "Valverda," her Cargo and Freight
Chase v Silver End Development Co Ltd
Hill v Tar Distillers Ltd
Cooper v Wilson
Barnard v Clayden
Turower v Odhams Press Ltd
Thomson v Louis Dreyfus & Co
Pincott v Moorstons Ltd
Williams v Trevor
Verne v H Willis & Sons Ltd
Barber v Pigden
Hopkins v Bell Brothers (Manchester 1927) Ltd
Plunkett v Barclays Bank Ltd
Bretherick v Paget
Ivory (an Infant) v H G Brown and Son
Stephenson v Williams
De Sola v World Fireproof Warehouses Inc.
Heaps (an Infant) v Perrite Ltd
W Turner Lord & Co v Hutchinson
Farmer v Hyde
Rosenbaum v Rosenbaum
Latter v Colwill
Re Arbitration Acts 1889–1934 Izzard v Universal Insurance Co Ltd
Robinson Brothers (Brewers) Ltd v Assessment Committee for No 7 or Houghton and Chester-le-Street Assessment Area in the County of Durham
Walker v Kenns Ltd
Fryer v Salford Corporation
Blaustein v Maltz Mitchell & Co.
C V Buchan & Co Ltd v Feltham U D C
Irwin v Dunnett (s.o. for security)
Taylor v Webb
Alexander v Rayson
Lineham v Tester
Stent v Kerslake
Warmingtons v McMurray
Drake v Allen

Re Mines (Working Facilities and Support) Act, 1923 Re Application of Broxbourne Sand and Ballast Pits Ltd
Re Arbitration Act, 1889 Naamlooze Vennootschap Handels En Transport Maatschappy "Vulcann" v A/S Ludwig Mowinckels Rederi
Bodey Jerrim & Denning Ltd v Pentiron Steamship Co Ltd
Brown v New Empress Saloons Ltd
White v Potter
Diamantidi v Grosvenor Securities Ltd.
Stock v Stansfield
Dennis v London Midland and Scottish Railway Co
Symes v Essex Rivers Catchment Board
Millensted v Grosvenor House (Park Lane) Ltd
Howard v Odhams Press Ltd
McElroy v Grieve

(Interlocutory List.)

Re Arbitration Act 1889 Fried Krupp Aktiengesellschaft v Orconera Iron Ore Co Ltd (not before July 13)
Re Arbitration Acts 1889 and 1934 Union-Castle Mail Steamship Co Ltd v Houston Line (London) Ltd

(Revenue Paper—Final List.)

Commissioners of Inland Revenue v Barnato
National Mortgage and Agency Co of New Zealand v Commissioners of Inland Revenue
Commissioners of Inland Revenue v National Mortgage and Agency Co of New Zealand
Bower v Commissioners of Inland Revenue
Commissioners of Inland Revenue v New Sharlston Collieries Co Ltd
His Majesty's Attorney-General v Cohen
Hughes (HM Inspector of Taxes) v The Bank of New Zealand
The Commissioners of Inland Revenue v Lawrence Graham and Co
Bishop (H.M. Inspector of Taxes) v Belfield
Shrewsbury v Commissioners of Inland Revenue

FROM COUNTY COURTS.

To be mentioned

Rowell v Pratt

For hearing.

Oxford Camera & Trading Co Ltd v Riege
Ayton v Ralph (s.o. for security)
Phillips v Merry Miller Bakeries Ltd (s.o. for security)
London and North Eastern Railway Co v Curzon
Williams v Williams
Stammers v London Midland and Scottish Railway Co
Mills v Mills
Conway v New Ideal Homesteads Ltd
Keith Wright Ltd v Challis
Marshall v London Passenger Transport Board
Newell v Budd

RE THE WORKMEN'S COMPENSATION ACTS.

E B Fry Ltd v Sprosson
John Cochrane & Sons Ltd v Hutchers
Tansey v Henry Wilcock & Co Ltd
London Power Co Ltd v Lamb
Pick v Paling
Bryan v Ufland
Mifflin v Hartleys (Stoke-on-Trent) Ltd.
Whittle v Ebbw Vale Steel, Iron and Coal Co Ltd
Barnett v Barnett and Knight (a firm)
Knight v Same
Baldwin v London and North Eastern Railway Co
Burgoyne v Rose Bridge Colliery Co Ltd
Parker v New Docks Steam Trawling Co (Fleetwood) Ltd
Wardell v Dorman Long & Co Ltd
Jones v Jeffries & Grant Ltd
Rivoli v Dudley
Blee v London & North Eastern Railway

FROM THE ADMIRALTY DIVISION.

(Final List.)

(With Nautical Assessors)

"Buccinum" 1935 — Folio 197 Owners of s.s. "Cerinthus" v Owners of s.s. "Buccinum"

(County Courts.)

(With Nautical Assessors.)

"Flanchford" 1936 — Folio 77 Owners of sailing barge "Oak" v Owners of motor tug "Flanchford"

FROM THE CHANCERY DIVISION.

(Interlocutory List.)

Fishenden v Higgs and Hill Ltd (s.o. generally Jan 20, 1936)

FROM THE PROBATE AND DIVORCE DIVISION.

(Final List.)

Russell v Russell (s.o. generally Mar 13, 1936)

FROM COUNTY COURTS.

Pocklington v Ward (abated July 8, 1935)
Myers v Moss (s.o. generally Oct 10, 1935)

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

There are Three Lists of Chancery Causes and matters for hearing in Court. (I) Adjourned Summonses and Non-Witness actions; (II) Witness Actions Part I (*the trial of which cannot reasonably be expected to exceed 10 hours*) and (III) Witness Actions Part II; every proceeding being entered in these lists without distinction as to the Judge to whom the proceeding is assigned. During the Sittings there will usually be two Judges taking each of these lists and warning will be given of proceedings next to be heard before each Judge. Applications in regard to a "warned" matter should be made to the Judge before whom it is "warned."

Applications in regard to a proceeding which has not been "warned," should usually be made to the senior of the two Judges taking the list in which the proceeding stands.

Motions, Short Causes, Petitions and Further Considerations will be taken by that one of the Judges taking the Non-Witness List who belongs to the group to which the proceeding is assigned.

GROUP I.—Mr. Justice EVE, Mr. Justice BENNETT and Mr. Justice CROSSMAN.

GROUP II.—Mr. Justice CLAUSON, Mr. Justice LUXMOORE and Mr. Justice FARWELL.

The Adjourned Summons and Non-Witness List will be taken by Mr. Justice EVE and Mr. Justice FARWELL.

The Witness List, Part I, will be taken by Mr. Justice LUXMOORE and Mr. Justice BENNETT.

The Witness List, Part II, will be taken by Mr. Justice CLAUSON and Mr. Justice CROSSMAN.

Motions, Short Causes, Petitions and Further Considerations in matters assigned to Judges in Group I will be heard by Mr. Justice EVE.

Motions, Short Causes, Petitions and Further Considerations in matters assigned to Judges in Group II will be heard by Mr. Justice FARWELL.

Companies (Winding up), Liverpool and Manchester District Registries and Bankruptcy business will be taken as announced in the Trinity Sittings Paper.

HIGH COURT OF JUSTICE CHANCERY DIVISION.

Set down 30th May, 1936.

Mr. Justice EVE and Mr. Justice FARWELL.

Adjourned Summonses and Non-Witness List.

Before Mr. Justice EVE.

FOR JUDGMENT.

Newport v Pougher (restored)

FOR HEARING.

Retained Matters

Short Cause

Rutter v Carson (fixed June 9)

Witness List. Part II.

Draper v Trist (restored) (to be mentioned)

Witness List. Part I.

Eclipse Glass Works Ltd v Stein

Before Mr. Justice FARWELL.

Retained Matters.

Witness List. Part I.

Pope v Walter Pope Ltd (pt hd)

Non-Witness List.

Re Wilson Wilson v Wilson (pt hd)
Re Conyngham's Will Trusts Conyngham v Cameron (fixed for June 10)
Re Conyngham Gretton v Conyngham (fixed for June 10)
Further Consideration
Re Glover Morisco v Lloyd (s.o. to 16th June)

Mr. Justice EVE and Mr. Justice FARWELL.

Adjourned Summonses and Non-Witness List.

Re Carnarvon Harbour Acts 1793 to 1903 Thomas v Attorney-General
Re Small Brock v Small
Re Marshall Rands v Chamberlain
Re Fenwick's Will Trusts Fenwick v Stewart
Re Kay's Will Trusts Public Trustee v Kay
Re Glover Morisco v Lloyd (s.o. to 16 June to come on with fur. con.)
Re Leathers Stiff v Leathers (Not before June 11)
Roberts Numbering Machine Co Incorporated v Davis
Re Druce Westminster Bank Ltd v University of Oxford
Re Tegg Public Trustee v Bryant
Re Mellersh's Will Trusts Mellersh v Mellersh
Re Thompson's Will Trusts Wood v Webb
Re Johnson's Will Trusts Johnson v Marriner
Re Derry Rosson v Butler
Re Ruggles' Conveyance Wheal v Pepper
Re Bryant Ellis v Bryant
Re Bettison's Will Trusts Public Trustee v Bettison
Re Jenings Thomson v Jenings
Re Kerrich's Will Trusts Cockburn v Cooper
Re Webster Goss v. Webster
Re O'Connor's Settlement Trusts Taylor v Lloyd
Re Latham's Will Trusts Bennetto v Latham
Re Dean Dean v Dean
Re Same Same v Same
Re Andrews Public Trustee v Andrews
Re Hern's Will Trusts Mackillop v Charlton
Re Welch's Will Trusts Barclays Bank Ltd v Curwen
Re Wilson Hurst v Wilson
Re Von Jerin's Declaration Trusts Trier v Von Jerin
Re Joel Johnson v Joel
Re Butler's Will Trusts Fenton-Jones v Butler
Re Unna's Will Trusts Unna v Brodie
Re Schiller Schliep v Schiller
Re Carlish Westminster Bank Ltd v Carlish

Mr. Justice CLAUSON and Mr. Justice CROSSMAN.

(Witness List. Part II.)

Before Mr. Justice CLAUSON.

(Retained Matters.)

Re Gough MacManus v Gould (fixed June 16)
Re Cox's Will Trusts Cox v Cox (fixed for June 9)

(Motion—by order.)

Nolan v Nolan (fixed June 9)

Before Mr. Justice CROSSMAN

(Retained Matters.)

(Non-Witness List.)

Re Bell's Will Trusts Bell v Dymoke (pt hd) (fixed for June 9)
Re Craster, an Infant Craster v Craster

(Motion.)

Valpy v Earls Court Ltd (pt hd) (fixed June 17)

Mr. Justice CLAUSON and Mr. Justice CROSSMAN

(Witness List. Part II.)

Smith v Martley Rural District Council

Martley Rural District Council v Kington
Madlener v Helbert Wagg & Co. Ltd (s.o. for security)
Fox v Duboff (s.o. for amendment)
Re Harding Smith v Harding
H Piggott & Sons Ltd v The British Brick and Tile Corpn Ltd (not before July 15)
Norton and Gregory Ltd v Jacobs
Re Rose Rose v Rose
British Celanese Ltd v Cellulose Acetate Silk Co Ltd (s.o. for Appeal)
Holland v Administrator of German Property
Re Letters Patent granted to Percy Martin and Daimler Co Ltd Nos. 353,108 and 353,334
Re Patents and Designs Acts 1907-32
Trustee of the Property of Thomas Richard Bulleid a Bankrupt v Bach
George Legge & Son Ltd v Mayor Aldermen and Burgesses of the Borough of Wenlock (not before June 13)
Von Donnersmarck v Henckel Von Donnersmarck Beuthen Estates Ltd
Radium Utilities Ltd. v Humphris (s.o. for security)
Mason v Electrical Trades Union
Wells v Wells
Bell v Swinford
Sturtevant Engineering Co Ltd v Sturtevant Mill Co of U.S.A. Ltd
Dimmer v Dimmer
Duff v West
Re regd Trade Mark No. 546,401
Re Trade Marks Acts 1905-19
Central Midland Trust Ltd v Salford Corporation
Re Taylor Taylor v Taylor
Cohen v Ellenby Estates Ltd (Imperial Dry Plate Co 3rd party)
Electrolumination Ltd v Neon Installations Ltd
British Thomson Houston Co Ltd v Guildford Radio Stores
Ritzerfeld v Frank R Ford Ltd
Molins v Industrial Machinery Co Ltd
Mairs v International Airlines Ltd
Surridge's Patents Ltd v Trico-Folberth Ltd
Re Trade Marks Acts 1905-1919 Re Application for Regn of Trade Mark No. 542,300 by William Grant & Son Ltd Re Opposition No. 9365 by J & J Grant
Re Trade Marks Acts 1905-1919 Re Application for Regn of Trade Mark No. 532,300 by William Grant & Son Ltd Re Opposition No. 9366 by James Grant & Co
Internat Broadcasting Co Ltd v Compagnie Luxembourgeoise de Radiodiffusion and ors
Re D Huglin Ltd Re Companies Act 1929
Smith v Mortimer
Hicks v Field
Len Ltd v Maidstone Properties Ltd
Hobbs v Newington
Robbins v National Union of Printing Bookbinding and Paper Works
Holloway v Holloway
Milner v John Waddington Ltd
William Hollins & Co Ltd v Cotella Ltd
Re Trade Marks Acts 1905 to 1919 Re Haslams Trade Mark No. 553,414
Re Sheldon's Trusts West v Sheldon
Anderson v Smith
Rossiter v Western-super-Mare U.D.C.
Maturin v North
Padley v Battine
Andreae v Selfridge & Co Ltd
Hayes Bridge Estate Ltd v Portman Bldg Socy
Hoover Ltd v Air-Way Ltd
Mortimer v Mendelson
Re Hinksman's Will Trusts Bourne v Willes
Curtis v Beldam
Schloemann Aktiengesellschaft v Ruchholtz (s.o. for depositions)
Re Holt Lyon-Clark v Holt

Mr. Justice LUXMOORE and Mr. Justice BENNETT.

(Witness List. Part I.)

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Before Mr. Justice LUXMOORE.

(Retained Matters.)

(Witness List. Part II.)

Electric and Musical Industries Ltd v Lissen Ltd (s.o. to June 9) pt hd

(Witness List. Part II.)

Attorney-General v Ecclesiastical Commrs for England (fixed for June 9)
Machine Made Sales Ltd v Davies

(Assigned Petitions.)

Re Henderson's Letters Patent No. 159,604 Re Patents and Designs Acts 1907–32
Re Johnson & Johnson (Great Britain) Ltd's Letters Patent No. 387,125 Re Patents and Designs Acts 1907–32
Re Evan's Letters Patent No. 149,233 Re Patents and Designs Acts 1907–32

Before Mr. Justice BENNETT.

(For Judgment.)

Re Watt's Will Trusts Watt v Watt

COMPANIES COURT.
(PETITIONS.)

Alliance Bank of Simla Ltd (to wind up—ordered on Dec 21, 1931, to stand over generally—liberty to restore)
Britivox Ltd (same—ordered on Nov 16, 1931, to s.o. until action disposed of—liberty to restore)
London Clinic and Nursing Home Ltd (same—ordered on May 8, 1933, to s.o. generally—liberty to apply to restore)
Mitcham Creameries Ltd. (same—ordered on Oct 15, 1934, to s.o. generally—liberty to apply to restore after action disposed of)
Sun-Ray Studios Ltd (same—ordered on July 15, 1935, to s.o. generally)
J W Thornley & Sons (Stoke) Ltd (same—ordered on Mar 30, 1936, to s.o. generally)
Frank Bevis Ltd (to wind up)
City Film Corporation Ltd (same)
Beatrice Stephenson Ltd (same)
Austral Timber Co Ltd (same)
Rose Patent Safety Razor Co Ltd (same)
Stanley W Marshall & Co Ltd (same)
Alliance Construction Estates (Shoreham) Ltd (same)
Impex (Toilet Goods London) Ltd (same)
Anglo-Eastern Trading and Industrial Co Ltd (same)
Godwins (Estate Developments) Ltd (same)
T Biddulph & Son Ltd (same)
C T Colbery & Co Ltd (same)
H J Gower Ltd (same)
Richardson's Plasterers Ltd (same)
Adelphi Attractions Ltd (same)
British Panelite Products Ltd (same)
G Fernie, Ltd (same)
Leeda Photographic Co Ltd (same)
R N Barber & Son Ltd (same)
F Reid Price & Co Ltd (same)
London Joinery Co Ltd (same)
Paul Ruinart (England) Ltd (to confirm reduction of capital)
British Woollen Cloth Manufacturing Co Ltd (to confirm reduction of capital—ordered on Dec 8, 1930 to s.o. generally—liberty to restore)
Charles Brown & Co Ltd (to confirm reduction of capital)
English Motor Agencies Ltd (to confirm reduction of capital—ordered on April, 1, 1935 to s.o. generally—liberty to apply to restore)
Lamot Ltd (to confirm reduction of capital)
H H Warner and Co Ltd (same)
Wm Silvester & Sons Ltd (same)
Blackwell Colliery Co Ltd (same)
Sadler & Co Ltd (same)
Egyptian Consolidated Lands Ltd (same)
A A Jones & Shipman Ltd (same)
British American Trading Co Ltd (same)
Russian Wood Agency Ltd (same)
Moscow Narodny Bank Ltd (same)
Catesbys Ltd (same)
John Walton & Son (Calverley) Ltd (same)
Meurisse Ltd (same)
Madderton & Co Ltd (same)
Bristol Tractors Ltd (same)
Shirer & Haddon Ltd (same)
Sekong Rubber Co Ltd (same)
D Henderson & Sons Ltd (same)
H Ingle & Sons Ltd (same)
Bevan & Co Ltd (same)
David Evans & Co Ltd (same)
Arthur Barker Ltd (same)
Fairwood Tinplate Co Ltd (same)
Emeralda Ltd (same)
C Greenwood & Co (Huddersfield) Ltd (same)
Sir Robert McAlpine and Sons (Midlands) Ltd (same)
Pinner & Willis Ltd (same)
T Layman Ltd (same)
Gresham Street Warehouse Co Ltd (to confirm alteration of objects)
Society of Certificated Teachers of Pitmans Shorthand and other Commercial Subjects Ltd (same)
Leicester Hotels Co Ltd (same)
Midsomer Norton Gas and Coke Co Ltd (same)
Dorricotts Ltd (to sanction scheme of arrangement)
Middlesex Banking Co Ltd (same)
Radnorshire Coal, Lime and General Supply Co Ltd (same)
Colchester Brewing Co Ltd (s. 155)
Queen's Club Garden Estates Ltd (s. 155)
Western Mansions Ltd (s. 155)
British Italian Banking Corporation Ltd (s. 155)
Cadogan Investments Ltd (to sanction scheme of arrangement and confirm reduction of capital)
H Boorman & Co (Tenterden) Ltd (same)
Sheringham and Caister Hotels and Land Co Ltd (same)

Motions.

Trent Mining Co Ltd (ordered on July 31, 1931 to s.o. generally—liberty to restore)
Kings Cross Land Co Ltd (ordered on June 26, 1934 to s.o. generally—liberty to apply to restore)
Flactophone Wireless Ltd (ordered on July 10, 1934 to s.o. generally)
Sunshine Remedies Ltd (ordered on July 29, 1935 to s.o. generally)
Brittains Motors Ltd (ordered on July 8, 1935 to s.o. generally—liberty to apply to restore)
Ladyship Spinning Co Ltd

Adjourned Summonses.

Marina Theatre Ltd (Application of F H Cooper—with witnesses—ordered on May 10, 1933 to s.o. generally—liberty to apply to restore)
W Smith (Antiques) Ltd (Application of Liquidator—with witnesses—ordered on Dec 8, 1932 to s.o. generally)
Essex Radio Supplies Ltd (Application of Official Receiver and Liquidator — with witnesses — ordered on Oct 31, 1934 to s.o. generally)
Pictos Ltd (Application of Liquidator—with witnesses—ordered on Mar 29, 1935 to s.o. generally—liberty to apply to restore)
Finsbury and South Place Securities Co Ltd (Application of C Allerton—with witnesses)
Imperial Ottoman Docks Arsenals and Naval Constructions Co (Application of R Hirzel)
Scophony Ltd (Application of R T D Stoneham)
Cape Wool & Produce Co Ltd (Application of Carbonisage Elbeuvien S.A.)
Venezuelan Consolidated Oilfields Ltd (Application of C D Halsey and Co)
H & G Watts (1929) Ltd (Application of M S Parnell-Smith)

CHANCERY DIVISION.

Mr. Justice LUXMOORE and Mr. Justice BENNETT.

Witness List. Part I.

Merritt v Merritt and Thatcher Ltd (s.o. for King's Bench action)
Sorrell v Middlesex County Council
Oliver v Dickin
Mathuen v Andrews
Re Tattersall's Will Trusts Hammett v Etheridge (not before June 22)
Munro v British Lion Film Corpn Ltd
Attorney-General v Oldham Corporation
Re Chaplin's Will Trusts McCormick v Chaplin
Parfums Ciro v Ciro Pearls Ltd
Performing Right Socy Ltd v Barnes

Gage v Russell
Green v Steele
Spevack v Spevack
Jones v Fenn
Simon v British & Dominions Mercantile Bank Ltd
Canterbury Dairies Ltd v Wade
Beddoes v Shaw
Chaproniere v Crews & Co (a firm)

APPEALS AND MOTIONS IN BANKRUPTCY.

Pending 29th May, 1936.

APPEALS from County Courts to be heard by a Divisional Court sitting in Bankruptcy.

Re a Debtor (No 5 of 1936) Exparte the Debtor v the Petitioning Creditor and the Official Receiver

MOTIONS IN BANKRUPTCY for hearing before the Judge.

Re Ogus, S & A Exparte Armfield Owen & Co Ltd v the Trustee
Re Ambrose, L Exparte the Trustee v Paramount Bagwash Co Ltd and Joseph Ambrose
Re Du Cros, Sir A P Exparte the Parent Trust and Finance Co Ltd (in liquidation) v the Trustee
Re Davis, R E J Exparte the Official Receiver (Trustee) v Lights Investments Ltd

KING'S BENCH DIVISION.

CROWN PAPER.—For Argument.

Evans v Southdown Motor Services Ltd
The King v Minister of Health (exparte Hampton U D C)
Same v Same (exparte Same)
In the matter of W W Beck and anr
The King v Traffic Commissioners for the South Eastern Traffic Area (exparte Valiant Direct Coaches Ltd)
Same v Minister of Transport (exparte Same)
Same v Traffic Commissioners for the South Eastern Traffic Area (exparte Same)
Same v Redman and ors Traffic Commissioners for the West Midland Area (exparte Victoria Motorways Ltd)
In the Matter of Fanny Franks
Shearlock v Tuke
Prosser v Richings and anr
Barbanell v Naylor
Glamorgan County Council v Ayton
Woodstack v Wilkes
Lewis v Wright
Breffit v Thomas
Cole v Police Constable 443A (Restated)

CIVIL PAPER.—For Hearing.

Abbott v Barnes
Co-operative Permanent Building Society v Staddon
Tester v Harrods Ltd

MOTIONS FOR JUDGMENT.

Anglo-Saxon Insurance Company Limited v Smith
Great International Plate Glass Insurance Company Limited v Kenny
Smith v Warren

SPECIAL PAPER.

Polikoff Ltd and anr v North British and Mercantile Marine Insurance Co Ltd Same v Same (Commercial List, fixed 12 October 1936)
Garcia v Chas Page & Co Ltd (Commercial List, fixed 11 June)
Shipton Anderson & Co (1927) Ltd v Micks Lambert & Co (Commercial List, fixed 27 July)

APPEALS UNDER THE HOUSING ACTS, 1925 AND 1930.

Wrexham Rural (No 15) Clearance Order 1934 (Application of J J Cubbidge)
Sunderland (Durham Road) Housing Order 1935 (Application of A Horn)
London (Hammersmith) Housing Order 1935 (Application of Land Development Ltd and anr)
Adrian Street Compulsory Purchase Order 1935 (Appeal of Watney Combe Reid & Co Limited)
Irthlingborough Urban District Council (No 4) Clearance Order 1935 (Appeal of E P Allin)
Widnes Hough Green Road (No 1) Clearance Order 1935 (Appeal of the Sutton Manor Collieries Limited)

REVENUE PAPER.—Cases Stated.

Hailwood & Ackroyd Ltd and J Frame (H.M. Inspector of Taxes)
Hailwood & Ackroyd Ltd and J Frame (H.M. Inspector of Taxes)
Sir Thomas D Barlow K.B.E. and The Commissioners of Inland Revenue
Woodhouse & Co Ltd and The Commissioners of Inland Revenue
Evelyn Laye and C Dodsworth (H.M. Inspector of Taxes)
Richard Hodgson Read and the Commissioners of Inland Revenue
Mrs C M Benn and the Commissioners of Inland Revenue
Allied Newspapers Limited and R Hindsley (H.M. Inspector of Taxes)

FINANCE ACT, 1894.—Petition.

The Executors of Mary Edith Piercy Taylor Smith dec and Commissioners of Inland Revenue

ENGLISH INFORMATION.

Attorney-General v Henry Dickinson and anr

Wills and Bequests.

Mr. Francis Garmston Hyde, solicitor, of Worcester, left £14,785, with net personalty £10,187.

Mr. Ronald Percy Clayton, solicitor, of Liverpool, left £93,130 with net personalty £90,873.

Mr. Edward Robinson, retired solicitor, of Putney Heath, S.W., left £24,094, with net personalty £23,943.

Mr. William Attwood, solicitor, of Cradley, Worcester, left £15,865, with net personalty £10,374.

Mr. James Henry Lansdell, solicitor, of Hastings, left £13,084, with net personalty £12,000.

Mr. James Rose, solicitor, of Oxford, left £39,555, with net personalty £35,080.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 25th June, 1936.

	Div. Months.	Middle Price 10 June 1936.	Flat Interest Yield.	‡Approximate Yield with redemption
			£ s. d.	£ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	115¼	3 9 5	3 0 2
Consols 2½%	JAJO	84¾	2 19 0	—
War Loan 3½% 1952 or after ..	JD	105⅜	3 6 2	3 0 9
Funding 4% Loan 1960-90	MN	116½	3 8 8	3 0 5
Funding 3% Loan 1959-69	AO	103¾	2 17 10	2 15 7
Funding 2½% Loan 1956-61.. ..	AO	95½	2 12 4	2 15 0
Victory 4% Loan Av. life 23 years ..	MS	114¾	3 9 8	3 1 11
Conversion 5% Loan 1944-64 ..	MN	117¾	4 4 10	2 7 7
Conversion 4½% Loan 1940-44 ..	JJ	108⅝	4 2 10	2 12 6
Conversion 3½% Loan 1961 or after .	AO	106¼	3 5 7	3 2 1
Conversion 3% Loan 1948-53 ..	MS	104¾	2 17 3	2 10 8
Conversion 2½% Loan 1944-49 ..	AO	101½	2 9 1	2 5 0
Local Loans 3% Stock 1912 or after ..	JAJO	96¾	3 2 0	—
Bank Stock	AO	375	3 4 0	—
Guaranteed 2½% Stock (Irish Land Act) 1933 or after	JJ	86	3 3 11	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	95	3 3 2	—
India 4½% 1950-55	MN	115	3 18 3	3 3 1
India 3½% 1931 or after	JAJO	97	3 12 2	—
India 3% 1948 or after	JAJO	85	3 10 7	—
Sudan 4½% 1939-73 Av. life 27 years	FA	119	3 15 8	3 8 3
Sudan 4% 1974 Red. in part after 1950	MN	116	3 9 0	2 12 4
Tanganyika 4% Guaranteed 1951-71	FA	115	3 9 7	2 15 4
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	109	4 2 7	2 14 0
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	109	3 13 5	3 7 0
*Australia (C'mm'nw'th) 3¼% 1948-53	JD	102	3 13 6	3 11 1
Canada 4% 1953-58	MS	111½	3 11 9	3 2 4
*Natal 3% 1929-49	JJ	101	2 19 5	—
*New South Wales 3½% 1930-50 ..	JJ	100	3 10 0	3 10 0
*New Zealand 3% 1945	AO	101	2 19 5	2 17 6
Nigeria 4% 1963	AO	113	3 10 10	3 5 5
*Queensland 3½% 1950-70	JJ	101	3 9 4	3 8 2
South Africa 3½% 1953-73	JD	107	3 5 5	2 19 5
*Victoria 3½% 1929-49	AO	100	3 10 0	3 10 0
CORPORATION STOCKS				
Birmingham 3% 1947 or after ..	JJ	97	3 1 10	—
*Croydon 3% 1940-60	AO	100	3 0 0	3 0 0
Essex County 3½% 1952-72	JD	106½	3 5 9	3 0 2
Leeds 3% 1927 or after	JJ	95xd	3 3 2	—
Liverpool 3½% Redeemable by agreement with holders or by purchase ..	JAJO	106	3 6 0	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	80	3 2 6	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	94½	3 3 6	—
Manchester 3% 1941 or after ..	FA	97	3 1 10	—
*Metropolitan Consd. 2½% 1920-49 ..	MJSD	100¼	2 9 10	—
Metropolitan Water Board 3% "A" 1963-2003	AO	95	3 3 2	3 3 8
Do. do. 3% "B" 1934-2003 ..	MS	97	3 1 10	3 2 1
Do. do. 3% "E" 1953-73 ..	JJ	101	2 19 5	2 18 5
Middlesex County Council 4% 1952-72	MN	114	3 10 2	2 17 10
† Do. do. 4½% 1950-70	MN	115	3 18 3	3 3 1
Nottingham 3% Irredeemable ..	MN	96	3 2 6	—
Sheffield Corp. 3½% 1968	JJ	108	3 4 10	3 2 0
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture ..	JJ	115	3 9 7	—
Gt. Western Rly. 4½% Debenture ..	JJ	126½	3 11 2	—
Gt. Western Rly. 5% Debenture ..	JJ	139½	3 11 8	—
Gt. Western Rly. 5% Rent Charge ..	FA	134½	3 14 4	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	131½	3 16 1	—
Gt. Western Rly. 5% Preference ..	MA	119½	4 3 8	—
Southern Rly. 4% Debenture ..	JJ	111½xd	3 11 9	—
†Southern Rly. 4% Red. Deb. 1962-67	JJ	113xd	3 10 10	3 5 0
Southern Rly. 5% Guaranteed ..	MA	131½	3 16 1	—
Southern Rly. 5% Preference ..	MA	122	4 2 0	—

*Not available to Trustees over par. †Not available to Trustees over 115
‡In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.